



**AGREEMENT**  
between  
**STATE OF CALIFORNIA**  
and  
**CALIFORNIA STATE EMPLOYEES ASSOCIATION (CSEA)**  
covering

**BARGAINING UNIT 14**  
**PRINTING AND ALLIED TRADES**

Effective  
**July 18, 2002 through July 2, 2003**

**CALIFORNIA STATE EMPLOYEES ASSOCIATION (CSEA)  
BARGAINING UNIT 14  
PRINTING TRADES**

**TABLE OF CONTENTS**

<b>PREAMBLE .....</b>	<b>8</b>
<b>ARTICLE 1 - RECOGNITION .....</b>	<b>8</b>
1.1 Recognition .....	8
<b>ARTICLE 2 - UNION REPRESENTATION RIGHTS .....</b>	<b>8</b>
2.1 Steward Designation .....	8
2.2 Access .....	9
2.3 Use of State Phones .....	9
2.4 Distribution of Literature .....	9
2.5 Use of State Facilities.....	10
2.6 Steward Time Off.....	10
2.7 Employee Time Off.....	10
2.8 Steward Protection .....	10
2.9 Union Information Packets .....	11
2.10 Orientation .....	11
<b>ARTICLE 3 – ORGANIZATIONAL SECURITY .....</b>	<b>11</b>
3.1 Union Security .....	11
3.2 Home Addresses .....	12
3.3 Union Label .....	14
3.4 Work Assignments .....	14
<b>ARTICLE 4 – STATE RIGHTS .....</b>	<b>14</b>
4.1 State Rights .....	14
<b>ARTICLE 5 – GENERAL PROVISIONS .....</b>	<b>15</b>
5.1 No Strike.....	15
5.2 No Lockout .....	15
5.3 Individual Agreement Prohibited .....	15
5.4 Savings Clause .....	15
5.5 Reprisals .....	15
5.6 Supersession.....	16
5.7 Labor/Management Committee-OSP .....	21

<b>ARTICLE 6 – GRIEVANCE AND ARBITRATION.....</b>	<b>21</b>
6.1 Grievance and Arbitration Procedure .....	21
6.2 Health and Safety Grievances.....	24
6.3 AWOL Separation .....	24
6.4 Grievance and Arbitration Extension .....	25
<b>ARTICLE 7 – HOLIDAYS .....</b>	<b>25</b>
7.1 Holidays.....	25
<b>ARTICLE 8 – LEAVES .....</b>	<b>28</b>
8.1 Vacation Leave.....	28
8.2 Annual Leave Program.....	30
8.3 Sick Leave .....	33
8.4 Bereavement Leave .....	35
8.5 Parental/Adoption Leave .....	36
8.6 Union Leave .....	36
8.7 Unpaid Leave of Absence .....	37
8.8 Jury Duty .....	38
8.9 Court Appearance and/or Subpoenas .....	38
8.10 Release Time for State Civil Service Exams .....	39
8.11 Release Time for State Personnel Board Hearings.....	39
8.12 Leave Credits Upon Transfer in State Service .....	39
8.13 Catastrophic Leave and Natural Disaster Leaves .....	39
8.14 Transfer of Leave Credits, Work and Family Program .....	40
8.15 Personal Leave .....	41
8.16 Family Medical Leave Act (FMLA).....	41
8.17 Mentoring Leave.....	43
8.18 Work and Family Participation.....	44
8.19 Precinct Election Board .....	45
<b>ARTICLE 9 – HEALTH AND WELFARE .....</b>	<b>46</b>
9.1 Benefit Plans .....	46
9.2 Rural Subsidy Program .....	47
9.3 Dental Benefit Plans.....	49
9.4 Pre-Tax of Health/Dental Premiums Costs.....	49
9.5 Vision Benefit Plan .....	50
9.6 Pre-Retirement Death Continuation of Benefits .....	50

9.7 Employee Assistance Program .....	50
9.8 Presumptive Illness .....	51
9.9 Employee Injury on the Job .....	52
9.10 Light/Limited Duty Assignments .....	52
9.11 Independent Medical Exams .....	53
9.12 Industrial Disability Leave.....	53
9.13 Non-Industrial Disability Insurance .....	54
9.14 Enhanced Non-Industrial Disability Insurance.....	55
9.15 Flex-Elect Plan .....	57
9.16 Long-Term Care .....	57
9.17 State Disability Insurance .....	57
<b>ARTICLE 10 – HEALTH AND SAFETY .....</b>	<b>57</b>
10.1 Health and Safety Committees.....	57
10.2 Computer Work Station .....	58
10.3 Emergency Evacuation Procedures .....	59
10.4 Injury and Illness Prevention Programs.....	59
10.5 Hazardous Materials .....	59
10.6 Safety Equipment .....	59
10.7 Environmental Changes .....	60
10.8 Medical Monitoring .....	60
<b>ARTICLE 11 – SALARIES .....</b>	<b>61</b>
11.1 Salaries .....	61
11.2 Merit Salary Adjustments.....	61
11.3 Night Shift Differential.....	61
11.4 Bilingual Differential Pay .....	61
11.5 Pay Warrants / Revolving Fund Checks/Overpayments/Payroll Errors.....	63
11.6 Pay Periods .....	64
11.7 Alternate Range 40 .....	65
11.8 Sustained Superior Accomplishment Award .....	65
11.9 Salary Definitions .....	65
11.10 401K and 457 Plans .....	66
11.11 Tax Deferral of Lump Sum Leave Cash Out Upon Separation .....	66
11.12 Recruitment & Retention, Avenal & Blythe Prisons .....	66
11.13 Payroll System Committee .....	67

11.14 M1000 Skill Pay Differential .....	67
11.15 Satellite Work Location Pay Differential .....	68
11.16 Printers-State Compensation Insurance Fund – Skill Pay Differential .....	68
11.17 Printers I-State Compensation Insurance Fund Skill Pay Differential .....	68
11.18 Overtime Checks .....	69
11.19 Pay Differential-Sheetfed Offset Press Operator (SOPO) II .....	69
<b>ARTICLE 12 – ALLOWANCES AND REIMBURSEMENT .....</b>	<b>69</b>
12.1 Business and Travel Expense .....	69
12.2 Overtime Meal Allowance .....	75
12.3 Moving Expenses .....	75
12.4 Business-Related Equipment Supplies, Tools & Clothing .....	75
12.5 Damaged Personal Property .....	75
12.6 State Owned Housing Rental & Utility Rates .....	75
12.7 Commute Program .....	76
12.8 Parking Rates .....	77
12.9 Transportation Incentives .....	77
12.10 Pre-Tax Parking .....	77
<b>ARTICLE 13 – CAREER DEVELOPMENT .....</b>	<b>77</b>
13.1 Performance Appraisal of Permanent Employees .....	77
13.2 Personnel and Evaluation Materials .....	78
13.3 Training .....	79
13.4 Joint Labor/Management Training Teams .....	80
13.5 Personal Performance Session .....	81
13.6 Posting of Vacancies .....	81
13.7 Print 2 .....	82
13.8 Letters of Instruction (LOI)/Work Improvement Discussion (WID) .....	82
13.9 Apprenticeship Program – Bargaining Unit 14 Printing and Allied Trades/Joint Apprenticeship Committee .....	82
<b>ARTICLE 14 – CLASSIFICATION .....</b>	<b>84</b>
14.1 Classification Changes .....	84
14.2 Out of Classification Assignments .....	85
14.3 Out-of-Class Grievances .....	86
14.4 Duty Statements .....	87
14.5 Classification Review of Exhibit Designer-Installer .....	87

<b>ARTICLE 15 - EMPLOYEE TRANSFERS .....</b>	<b>88</b>
15.1 Employee Opportunity Transfers.....	88
15.2 Appeal of Involuntary Transfer .....	89
15.3 Hardship Transfers .....	89
<b>ARTICLE 16 - LAYOFF .....</b>	<b>89</b>
16.1 Layoff and Reemployment.....	89
16.2 Reducing the Adverse Effects of Layoff .....	91
16.3 Alternative to Layoff.....	91
<b>ARTICLE 17 – RETIREMENT .....</b>	<b>92</b>
17.1 First Tier Retirement Formula (2% @ 55) .....	92
17.2 First Tier Eligibility For Employees In Second Tier.....	93
17.3 Second-Tier Retirement .....	93
17.4 Employer Pick-Up of Employee Retirement .....	94
17.5 Items Excluded From Compensation for Retirement Purposes .....	94
17.7 1959 Survivor's Benefits - Fifth Level .....	94
17.8 Employee Retirement Contribution Reduction for Miscellaneous Members .....	94
<b>ARTICLE 18 – HOURS OF WORK AND OVERTIME.....</b>	<b>95</b>
18.1 Hours of Work .....	95
18.2 Telecommute/Telework Program .....	96
18.3 Rest Periods .....	96
18.4 Meal Period .....	97
18.5 Overtime .....	97
18.6 Call-Back Time .....	98
18.7 Shift Changes .....	98
18.8 Flexible Work Hours .....	99
18.9 Standby Time .....	99
18.10 Electronic Monitoring .....	100
<b>ARTICLE 19 – MISCELLANEOUS .....</b>	<b>100</b>
19.1 Permanent Intermittent Appointments .....	100
20.2 Class A/B Commercial Driver's License .....	103
20.3 Group Legal Services Plan.....	105
<b>ARTICLE 21 – ENTIRE AGREEMENT AND DURATION.....</b>	<b>105</b>
21.1 Entire Agreement .....	105
21.2 Contract Term .....	106

<b>SIDELETTERS, ADDENDUM AND ATTACHMENTS .....</b>	<b>107</b>
Side Letter # 1 – Salary Negotiations between CSEA Bargaining Unit 14 and State of California .....	107
Side Letter #2 – Issue Resolution Meeting.....	109
Addendum #1 – Pay Differentials .....	110
<b>SALARY SCHEDULE .....</b>	<b>117</b>

## **PREAMBLE**

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to Sections 19815.4 and 3517 of the Government Code, and the CALIFORNIA STATE EMPLOYEES' ASSOCIATION, Local 1000, SEIU, AFL/CIO, CLC, hereinafter referred to as the CSEA Local 1000 or the Union, has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment including health and safety. The term "Contract" as used herein means the written Contract provided under Section 3517.5 of the Government Code.

## **ARTICLE 1 - RECOGNITION**

### **1.1 Recognition**

- A. Pursuant to Public Employment Relations Board decision S-SR-14, the State recognizes the California State Employees' Association, Local 1000, SEIU, AFL/CIO, CLC as the exclusive representative for Printing Trades Bargaining Unit 14, hereinafter referred to as Unit 14. Unit 14 consists of all job classifications listed by title in Attachment D attached hereto and incorporated by reference as a part of this Contract.
- B. Pursuant to Government Code Sections 19815.4 and 3517, California State Employees' Association, AFL-CIO, SEIU Local 1000 recognizes the Director of the Department of Personnel Administration (DPA) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the contract.

## **ARTICLE 2 - UNION REPRESENTATION RIGHTS**

### **2.1 Steward Designation**

- A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives or Union staff on the following:
  - 1. The administration of this contract;
  - 2. Employee discipline cases;
  - 3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board;
  - 4. Matters scheduled for hearing by the Board of Control;
  - 5. Matters pending before the State Personnel Board;
  - 6. AWOLs and appeals to set aside resignations.



7. Discussions with management regarding denial of reasonable accommodation.
  8. Statutory appeal hearings.
- B. A written list of Union stewards, broken down by units within each individual department and designated area of primary responsibility, shall be furnished to each department and a copy sent to the State immediately after their designation; the Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received. A Union steward's "area of primary responsibility" is meant to mean institution, office or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of primary responsibility for several small offices, departments or buildings within close proximity. Disputes regarding this section may be appealed directly to the second step of the grievance procedure.

## **2.2 Access**

Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to Section 2.1A above. Access shall not interfere with the work of the employees. Union stewards, Union staff or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit. The department head or designee may restrict access to certain work sites or areas for reasons of safety, or security; however, where access is restricted, other reasonable accommodations shall be made.

## **2.3 Use of State Phones**

Union stewards shall be permitted reasonable use of State phones to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.

## **2.4 Distribution of Literature**

- A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be installed at reasonable locations. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.
- B. The Union may, before or after work hours or during meal periods, distribute Union literature in non-work areas.
- C. The Union may continue to use existing employee mailboxes for distribution of literature.
- D. The Union agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.

- E. The Union shall be permitted incidental and minimal use of the State electronic communications system, when said equipment is available and utilized as a normal part of the employee's duties, for communication about employee organization activities as those departments permit for other non-business purposes. Use of the electronic communication system will not interfere with the operations of the State nor involve mass distribution of information or materials.
- F. Such information will be distributed to Departmental employees based on the Department's policies and procedures in distributing other non-business information. If required by the department, such information will be provided to a departmental designee in a hard copy format.
- G. Employees may post a union poster in their work areas on a wall or partition provided that permanent damage is not done to such wall or partition. Said poster must be no larger than twelve (12) inches by eighteen (18) inches. Such posters must not interfere with work, may not be posted in public contact areas, nor may they be attached to State equipment. The parties recognize that some buildings are leased by the State and that such lessor policies may preclude any personal posting. Nothing in this agreement will be interpreted to contravene such prohibitions.

## **2.5 Use of State Facilities**

The State will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional expenses, such as security, maintenance and facility management costs, or utilities, incurred as a result of the Union's use of such State facilities.

## **2.6 Steward Time Off**

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Section 2.1A of this contract, provided the employee represented is in the steward's department and designated area of primary responsibility. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor.

## **2.7 Employee Time Off**

Employees shall be entitled to reasonable time off without loss of compensation to confer with a Union representative on representational matters at the work site in accordance with Section 2.2 above, during work hours, subject to approval of the employee's supervisor.

## **2.8 Steward Protection**

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Union stewards; or otherwise interfering with, restraining, or coercing stewards because of the exercise of any rights given by this contract or the Ralph C. Dills Act.

## **2.9 Union Information Packets**

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that CSEA Local 1000 is the recognized employee organization for the employee in said classification. The State shall present the employee with a copy of the current Contract as well as a packet of information, agreed to by the parties, both of which have been supplied by CSEA Local 1000.

The packet of information provided by CSEA shall include a pre-addressed, stamped postcard that the hiring State agency shall use to notify CSEA of a new appointment to Bargaining Unit 14 and as confirmation that the newly-appointed employee has been provided with the union information packet.

## **2.10 Orientation**

- A. During any regularly scheduled orientation session for new employees, a Union staff member or designee shall be given the opportunity to meet with bargaining unit employees for fifteen (15) minutes for orientation of the employees to the Contract and the Union.
- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative at the work site, for fifteen (15) minutes during normal working hours for orientation of the Contract and the Union.

# **ARTICLE 3 – ORGANIZATIONAL SECURITY**

## **3.1 Union Security**

- A. The State agrees to deduct and transmit to CSEA, Local 1000 all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this agreement by the Legislature and the Union the State agrees to calculate, when the State Controller's Office develops the appropriate systems, deduct and transmit to the Union Fair Share fees from State employees in Unit 14 who do not have membership dues deductions for CSEA, Local 1000, based upon an amount or formula furnished by CSEA for Fair Share fees deductions. The State further agrees to recalculate, deduct and transmit Fair Share fees to CSEA based upon any revised amounts or formulas furnished by CSEA for Fair Share fees deductions during the term of this agreement. The State and CSEA, Local 1000 agree that a system of authorized dues deductions and a system of Fair Share deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions.

1. The State and the Union agree that if a Fair Share rescission election is conducted in Unit 14 pursuant to Government Code Section 3515.7(d), a majority of members of the unit, shall determine whether the Fair Share deductions shall continue. In the event Fair Share is rescinded, the written authorization for union dues deduction shall remain in full force and effect, to and including the expiration date of this Contract; provided, however, that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller within thirty (30) calendar days prior to the expiration of this Contract.
2. An employee in Unit 14 may only withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller. An employee who so withdraws his/her membership shall be subject to paying a Fair Share fee if such a fee is applicable to Unit 14.
3. The Union agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Section and the deductions arising therefrom.
4. The Union agrees to annually notify all State employees in Unit 14 who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code Section 3515.8.
5. No provision of this Section nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this contract.

### **3.2 Home Addresses**

#### **A. Home Addresses - Generally**

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.
2. Notwithstanding any other provision of this Contract, any employee may have his/her home address withheld from the Union at any time by submitting a written request to his/her appointing power on a form provided by the State.

#### **B. Home Address Withholding**

Effective one (1) month following ratification of this Contract by both parties, the State will no longer use an Employee Action Request form that provides Unit 14 employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

C. Home Address Withhold Notification to Employees

Within one (1) month following ratification of this contract by both parties, the State will send a letter drafted by the Union to all existing Bargaining Unit 14 employees that have previously requested their home address be withheld. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

D. Release and Use of Addresses

The State Controller's Office shall send the Union a list of all Bargaining Unit 14 employees who, pursuant to subsection (C) above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. Said list(s) will contain the employee's name, agency, and reporting unit.

E. Home Address Mailings by the State

The State will mail Union information once per year to the home address of bargaining unit employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach Bargaining Unit 14 employees.

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity, or organization.

G. Costs Reimbursement

The Union agrees to pay necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home/work address tape file on a monthly basis.

H. Hold Harmless and Indemnification

Notwithstanding any other provision of this Contract, the Union agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the Contract.

I. Nature of Material

The Union agrees that any literature mailed to employees by the State will not be libelous, obscene, defamatory, or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union, including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

### **3.3 Union Label**

- A. The State shall display the Bargaining Unit 14, Printing and Allied Trades, union label on printed or copied material when the work has been performed by a Unit 14 employee. This shall include all documents printed, or copied in-house by Bargaining Unit 14 members, or documents produced by the Office of State Publishing. Agency printing requests to the Office of State publishing will also include that the union label be appropriately displayed. The Union agrees to provide the label to work locations where necessary to comply with such requests. Failure of the Union to provide the label shall not interfere with or delay the timely production of printed material.
- B. All documents printed "in-house" refers to those items printed utilizing members of Bargaining Unit 14, Printing and Allied Trades: If an item is not printed or copied by a Unit 14 member, then the item shall not carry the union label.
- C. Where the services are unavailable through state services and a job must be contracted out by individual State agencies or the Office of State Publishing, unionized printing vendors will be required to display the appropriate union label on the printed product.
- D. Upon ratification of this agreement, all departments will take all necessary steps to remove union labels from computer hard drives. This is to ensure that the union label is appropriately used by Bargaining Unit 14 members only.
- E. The union label to be displayed is represented by the symbol that follows:

### **3.4 Work Assignments**

When operational needs (e.g. turnaround times, lack of specialized equipment, or cost considerations) do not compel the State to do otherwise, to the extent possible, printing and related services shall be performed by Bargaining Unit 14 employees.

## **ARTICLE 4 – STATE RIGHTS**

### **4.1 State Rights**

- A. Except for those rights which are abridged or limited by this Contract, all rights are reserved to the State.
- B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions, and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act, and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means, and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.

- C. This Article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the rights of State Civil Service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of those processes provided by Article VII of the State Constitution or bylaws and rules enacted thereto.

## **ARTICLE 5 – GENERAL PROVISIONS**

### **5.1 No Strike**

- A. During the term of this Agreement, neither the Union nor its agents nor any Bargaining Unit 14 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. The Union agrees to notify all of its officers, stewards, chief stewards and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this Section to return to work.

### **5.2 No Lockout**

No lockout of employees shall be instituted by the State during the term of this contract.

### **5.3 Individual Agreement Prohibited**

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this contract to any employee unless such action is with CSEA Local 1000 concurrence.

### **5.4 Savings Clause**

Should any provision of this contract be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the contract shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

### **5.5 Reprisals**

The State and the CSEA Local 1000 shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this contract. The principles of agency shall be liberally construed.

## 5.6 Supersession

The following enumerated Government Code sections and all existing rules, regulations, standards, practices and policies which implement the enumerated Government Code sections are hereby incorporated into this contract. However, if any other provision of this contract alters or is in conflict with any of the Government Code sections enumerated below, the contract shall be controlling and supersede said Government Code sections or parts thereof and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code sections listed below are cited in Section 3517.6 of the Ralph C. Dills Act.

### A. Government Code Sections

#### 1. General

19824	Establishes monthly pay periods.
19839	Provides lump-sum payment for unused vacation accrued or compensating time off upon separation.
19888	Specifies that service during an emergency is to be credited for vacation, sick leave, and MSA.

#### 2. Step Increases

19829	Requires DPA to establish minimum and maximum salaries with intermediate steps.
19832	Establishes annual Merit Salary Adjustments (MSA's) for employees who meet standards of efficiency.
19834	Requires MSA payments to qualifying employees when funds are available.
19835	Provides employees with the right to cumulative adjustments for a period not to exceed two (2) years when MSA's are denied due to lack of funds.
19836	Provides for hiring at above the minimum salary limit in specified instances.
19837	Authorizes rates above the maximum of the salary range when a person's position is downgraded (Red Circle Rates).

#### 3. Vacations

19856	Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
19863	Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.



- |         |   |
|---------|---|
| 19991.4 | Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation. |
|---------|---|
4. Sick Leave
- |         |   |
|---------|---|
| 19859   | Defines amount earned and methods of accrual for full-time and part-time employees.   |
| 19863   | Allows sick leave use while on temporary disability (due to work-incurred injury) to augment paycheck.  |
| 19863.1 | Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.  |
| 19864   | Allows the DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.  |
| 19991.4 | Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave. |
5. Uniforms, Work Clothes, and Safety Equipment
- |         |  |
|---------|--|
| 19850.4 | Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State. |
|---------|--|
6. Industrial Disability Leave (IDL)
- |         |  |
|---------|--|
| 19869   | Defines who is covered.  |
| 19870   | Defines "IDL" and "full pay".  |
| 19871   | Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.          |
| 19871.1 | Provides for continued benefits while on IDL.  |
| 19872   | Prohibits payment of temporary disability or sick leave pay to employees on IDL.                       |
| 19873   | Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL. |
| 19874   | Allows employees to receive Workers Compensation benefits after exhaustion of IDL benefits.            |
| 19875   | Requires three-day waiting period, unless hospitalized or on disability more than fourteen (14) days.  |
| 19876   | Payments contingent on medical certification and vocational rehabilitation.                            |
| 19877   | Authorizes DPA to adopt rules governing IDL.   |
| 19877.1 | Sets effective date.   |

7. Non-Industrial Disability Insurance (NDI)

19878	Definitions.
19879	Sets the amount of benefits and duration of payment.
19880	Sets standards and procedures.
19880.1	Allows employee option to exhaust vacation prior to NDI.
19881	Bans NDI coverage if employee is receiving unemployment compensation.
19882	Bans NDI coverage if employee is receiving other cash payment benefits.
19883	Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
19884	Filing procedures; determination and payment of benefits.
19885	Authorizes DPA to establish rules governing NDI.

8. Life Insurance

20796	Provides for employer contributions.
21600	Establishes group term life insurance benefits.
21604	Provides for Death Benefit from PERS.
21605	Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

9. Health Insurance

22816	Provides for continuation of health plan coverage during leave of absence without pay.
22825	Provides for employee and employer contribution.
22825.1	Sets employer contribution.

10. Workweek

19851	Sets forty (40) hour workweek and eight (8) hour day.
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11. Overtime

19844	Directs DPA to establish rules regarding cash compensation and compensating time off.
19848	Permits the granting of compensating time off in lieu of cash compensation within twelve (12) calendar months after overtime worked.

- |       |   |
|-------|---|
| 19849 | Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.                         |
| 19863 | Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck. |
12. Deferred Compensation
- |       |  |
|-------|--|
| 19993 | Allows employees to deduct a portion of their salary to participate in a deferred compensation plan. |
|-------|--|
13. Relocation Expenses
- |       |   |
|-------|---|
| 19841 | Provides relocation expenses for involuntary transfer or promotion requiring a change in residence. |
|-------|---|
14. Travel Expenses
- |       |  |
|-------|--|
| 19820 | Provides reimbursement of travel expenses for officers and employees of the State on State business. |
| 19822 | Provides reimbursement to State for housing, maintenance and other services provided to employees.   |
15. Unpaid Leaves of Absence
- |         |   |
|---------|---|
| 19991.2 | Allows the appointing power to grant a two-year leave for service in a technical cooperation program.   |
| 19991.4 | Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority. |
| 19991.6 | Provides one year of pregnancy leave or less as required by a permanent female employee.  |
16. Performance Reports
- |         |   |
|---------|---|
| 19992.2 | Requires the appointing power to prepare performance reports and show them to the employee. |
|---------|---|
17. Involuntary Transfers
- |         |  |
|---------|--|
| 19841   | Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.  |
| 19994.1 | Authorizes involuntary transfers. Requires sixty (60) day prior written notice when transfer requires change in residence.                             |
| 19994.2 | Allows seniority to be considered when two (2) or more employees are in a class affected by involuntary transfers which require a change in residence. |

## 18. Demotion and Layoff

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|----------|--|
| 19997.2  | Provides for subdivisional layoffs in a State agency subject to DPA approval. Sub-divisional reemployment lists take priority over others.                           |
| 19997.3  | Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff. |
| 19997.8  | Allows demotion in lieu of layoff.   |
| 19997.9  | Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.               |
| 19997.10 | An employee displaced by an employee with return rights may demote in lieu of layoff.  |
| 19997.11 | Establishes reemployment lists for laid-off or demoted employees.  |
| 19997.12 | Guarantees same step of salary range upon recertification after layoff or demotion.  |
| 19997.13 | Requires thirty (30) day written notice prior to layoff and not more than sixty (60) days after seniority computed.  |
| 19998    | Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.                              |

## 19. Incompatible Activities

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|-------|--|
| 19990 | Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities. |
|-------|--|

## 20. Training

- |         |  |
|---------|--|
| 19995.2 | Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management-initiated changes. |
| 19995.3 | Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.   |

## **5.7 Labor/Management Committee-OSP**

The Department of General Services, Office of State Publishing (OSP) agrees to establish a Joint Labor/Management Committee to discuss issues of concern to Unit 14 employees and/or OSP. The Committee shall be administered under the following provisions:

1. The Committee shall be advisory in nature and provide recommendations to the State Printer, OSP, and the Union.
2. The Committee shall be composed of three (3) management representatives and three (3) Unit 14 employees. The management representatives shall be selected by the State Printer, and the labor representatives shall be selected by the Union. Additional representatives (management or labor) may be temporarily added contingent on the issues being discussed and the information needs of the Committee.
3. OSP labor representatives shall serve without loss of compensation.
4. Meeting schedules shall be mutually agreed upon subject to operational needs of OSP.
5. The Committee will meet to consider issues, including but not limited to, training needs of bargaining unit 14 employees, complaints, potential policy and procedure changes, safety and productivity improvement measures.

## **ARTICLE 6 – GRIEVANCE AND ARBITRATION**

### **6.1 Grievance and Arbitration Procedure**

#### **A. Purpose**

1. This grievance procedure shall be used to process and resolve grievances and complaints arising under this Agreement.
2. The purposes of this procedure are:
  - a. To resolve grievances and complaints informally at the lowest possible level.
  - b. To provide an orderly procedure for reviewing and resolving grievances and complaints promptly.

#### **B. Definitions**

1. A grievance is a dispute of one or more employees or a dispute between CSEA and the State involving the interpretation, application or enforcement of the provisions of this Agreement, or involving a law, policy or procedure concerning employment-related matters not covered in this Agreement and not under the jurisdiction of the State Personnel Board (SPB).
2. As used in this procedure, the term “immediate supervisor” means the individual identified by the department head.

3. As used in this procedure, the term “party” means CSEA, an employee or the State.
4. A “CSEA representative” refers to an employee designated as a CSEA steward or a paid staff representative.
5. Regarding timeliness: Should questions arise with regard to the timely filing of a grievance, such disputes shall be resolved by reliance upon the postmark. As to timeliness of the employer’s response at each step of the grievance process, it is understood that the employer’s timeframe begins upon date of receipt.

#### C. Waiver of Time Limits/Steps

Any level of review or any time limit established in this procedure may be waived or extended by mutual agreement of the State’s representative and CSEA’s representative. Beginning with any formal level, if the employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

#### D. Presentation

At any step of the grievance procedure the parties, by mutual agreement, may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a CSEA employee representative or both may attend without loss of compensation. All parties recognize that it is mutually beneficial to resolve disputes as informally as possible. When informal resolution is not possible, a formal grievance may be filed.

#### E. FORMAL GRIEVANCE – STEP 1

1. A formal grievance may be filed no later than twenty-one (21) calendar days after the event or circumstances occasioning the grievance or after knowledge of same reasonably should have been acquired.
2. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated local manager identified by each department head as the first formal level of appeal. Said grievance shall include a statement as to the specific contract sections that were allegedly violated, the date of the alleged violation, the specific acts causing the alleged violation, and the specific remedy or remedies being sought.
3. Within twenty-one (21) calendar days after the formal grievance is received by the person designated by the department head as the first level of appeal, this designated person shall respond in writing to the grievance.
4. No agreement, interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Agreement.

#### F. FORMAL GRIEVANCE – STEP 2

1. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within fourteen (14) calendar days after receipt to the Director or his/her designee as the second level of appeal.
2. Within fourteen (14) calendar days after receipt of the appeal, the Department head or designee as the second level of appeal shall respond in writing to the grievance.

#### G. FORMAL GRIEVANCE – STEP 3

1. Only those grievances that involve the interpretation, application or enforcement of the provisions of this Agreement may be appealed to DPA. For all other grievances, the Departmental Director or his/her designee is the final level of review.
2. If the grievant is not satisfied with the decision rendered at Step 2 the grievant may appeal the decision within fourteen (14) calendar days to the Director of DPA or designee.
3. Within fourteen (14) calendar days after the appeal, the Director of DPA or designee shall respond in writing to the grievance.

#### H. Reconsideration

By mutual agreement, the grievance may revert to a prior level for reconsideration.

#### I. Arbitration

1. Only grievances that involve the interpretation, application or enforcement of the provisions of this Agreement may be appealed to binding arbitration.
2. If the grievance is not resolved within fourteen (14) calendar days, CSEA shall have the right to submit the grievance to arbitration. After receipt of the Union's written request to proceed to arbitration, the State shall have thirty (30) calendar days to review the case and if necessary and at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly request the American Arbitration Association, State Conciliation and Mediation Service, or the Federal Mediation and Conciliation Service to submit to them a panel of seven (7) arbitrators from which the State and Union shall alternately strike names until one (1) name remains and this person shall be the arbitrator.
3. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
4. The cost of arbitration shall be borne equally between the parties.

5. An arbitrator may, upon request of CSEA and the State, issue his/her decision, opinion or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion or award in writing and that a copy be provided.

The arbitrator shall not have the power to add to, subtract from, or modify this contract. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

## **6.2 Health and Safety Grievances**

- A. When an employee or CSEA in good faith believes that the employee is being required to work where a clear and present danger exists, the supervisor will be so notified. ("Clear and present danger" is defined as any situation, event, or condition which would cause a reasonable person to fear death, dismemberment, or serious bodily injury.) The supervisor will immediately investigate the situation, discuss the matter with a higher level of management or a department safety officer and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with the assigned duties. In the event that a higher level of management or a department safety officer are not available and the supervisor determines that an immediate decision is required, the supervisor will exercise reasonable judgment in determining a proper course of action. If CSEA or the employee still believes the unsafe conditions exist, CSEA or the employee may file a formal grievance. For health and safety grievances, the employer will respond within ten (10) calendar days at level 1 and within five (5) calendar days at level 2.
- B. If the grievance is not resolved at the department level of appeal, CSEA shall have the right to submit the grievance to binding arbitration in accordance with the provisions articulated above. The selection of the arbitrator shall be in accordance with the above and the case must be before an arbitrator within twenty (20) calendar days.

## **6.3 AWOL Separation**

- A. An employee separated, pursuant to California Government Code Section 19996.2 (the AWOL statute), shall be afforded a *Coleman* hearing by his/her Appointing Authority within ten (10) work days after service of the notice of separation. The date of service is either the date of personal service or the date of the mailing of the notice. Neither a failure to afford a *Coleman* hearing nor the decision of the *Coleman* officer shall be subject to the grievance and arbitration procedure of the collective bargaining agreement.
- B. Request for reinstatement after AWOL separation shall be handled solely through the grievance and arbitration procedure of the collective bargaining agreement, beginning at the second step (Director Level).



- C. If a request for reinstatement goes to arbitration, the arbitrator's authority shall be limited to deciding the following: (1) whether the employee has a satisfactory explanation for his/her absence; (2) whether the employee has a satisfactory explanation for failing to obtain leave; and (3) whether the employee is ready, willing, and able to return to work, and/or, if not, whether the employee has leave from his/her Appointing Authority to be absent.
- D. The arbitrator may order reinstatement only if the employee establishes satisfactory reasons for the absence and the failure to obtain leave and if he/she is ready, willing, and able to return to work or has leave to be absent. If the employee is reinstated, back pay may be awarded.

#### **6.4 Grievance and Arbitration Extension**

The parties agree that it is their intent that the arbitration clause shall extend beyond the expiration of the MOU and continue until the implementation of a successor MOU or the implementation of the State's last, best and final offer after impasse. The State recognizes its obligation to maintain the terms of this MOU after expiration and before agreement on the new MOU or implementation of the State's last best and final offer after impasse. Grievances filed during this period will retain the same level of arbitrability as during the life of this MOU.

### **ARTICLE 7 – HOLIDAYS**

#### **7.1 Holidays**

- A. All full-time and part time employees shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Observed holidays shall include January 1, the third Monday in January, February 12, the third Monday in February, March 31 (Cesar Chavez Day), the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:
- C. Every full-time and part time employee, upon completion of six (6) months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year. The personal holiday shall be credited to each full-time and part-time employee on the first day of July.
- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday; or shall at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis.
- E. The department head or designee shall attempt to grant an employee the use of his/her personal holiday on the day of his/her choice subject to operational need.

- F. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
- G. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday following as a holiday with pay.
- H. For those employees who work schedules other than Monday through Friday, those holidays listed in Subsection B above shall be observed on the day on which the holiday occurs. An employee shall receive compensation for only the observed or actual holiday, not both.
- I. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.
- J. When a permanent full-time employee in Work Week Group 2 is required to work on a holiday, such employee shall receive one and one-half compensation for all hours worked on the holiday plus, either eight (8) hours of holiday credit or cash compensation. The method of compensation shall be at the State's discretion.
- K. When an observed holiday falls on an employee's regularly scheduled day off, full time employees shall accrue eight (8) hours of holiday credit per said holiday. If the employee is required to work on the observed holiday, the employee shall be compensated in accordance with Subsection J above.
- L. Subject to the departments operational needs, Unit 14 employees shall not be required to perform involuntary (mandatory) overtime on days that are traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) if they fall on an employee's regularly scheduled days off.
- M. Part-time employees in work week group 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in Subsection N. below, and one and one-half (1½) compensation for all hours worked on the observed holiday, compensable by cash or holiday credit. The method of compensation shall be at the State's discretion.

N. Part time employees shall receive holidays in accordance with the following:

**CHART FOR COMPUTING VACATION, SICK LEAVE, AND HOLIDAY CREDITS FOR ALL  
FRACTIONAL TIME BASE EMPLOYEES SUPERCEDES ACCRUAL RATES IN MANAGEMENT  
MEMORANDUM 84-20-1**

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP							HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	15	SL/HOL 8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

- O. A part-time employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.
- P. Holiday Credit may be requested and taken in fifteen (15) minute increments.
- Q. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- R. Upon termination from State employment, an employee shall be paid for unused holiday credit.

## ARTICLE 8 – LEAVES

### 8.1 Vacation Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this Section shall receive a one-time vacation bonus of forty two (42) hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
20 years and over	14 hours per month

An employee who returns to State service after an absence of six (6) months or longer caused by a permanent separation shall receive a one-time vacation credit on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.

- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credits as set forth under item A. above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- C. Employees working less than full-time accrue vacation in accordance with the applicable DPA rules and the chart shown below.

**CHART FOR COMPUTING VACATION, SICK LEAVE, AND  
HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES  
SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1**

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP							HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT
	7	10	11	12	13	14	15	SL/HOL 8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

- D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued vacation hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking vacation until December 31 because of sick leave; or (5) was on jury duty.
- E. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.

- F. The time when vacation shall be taken by the employee shall be determined by the department head or designee. In so doing the department head or designee will attempt to grant an employee the use of his/her vacation on the day(s) of his/her choice subject to operational needs.
- G. By June 1 of each calendar year those employees whose vacation balance exceeds, or could exceed by December 31, the vacation cap of Article 8.1(d) must submit to their supervisor for approval a plan to use vacation to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient vacation to reduce the employee's vacation balance or potential balance on December 31 below the cap specified in 8.1(d).
- H. Except where operational needs require otherwise, employees shall be entitled to use their vacation credits at the time of their choice. Requests for use of vacation credits shall not be unreasonably denied. Where two (2) or more employees request the same vacation time and the department head or designee cannot grant the vacation time to all employees requesting it, vacation requests shall be granted in order of seniority. Seniority for the purposes of this subsection is total State service as used to calculate vacation accrual rates.
  - 1. A vacation schedule shall be established for employees by shift at each work location on a semi-annual basis, and distributed to all employees prior to the start of the semi-annual period. During the first quarter of the sixty (60) calendar day period just prior to the semi-annual period, each employee shall designate the vacation time(s) he/she desires. The supervisor shall ensure that any conflicts are resolved during the second quarter of the sixty (60) calendar day period.
  - 2. Vacation requests made after the vacation schedule has been posted may be granted on a first-come, first-served basis provided there is no interference with the scheduled vacations.

Each department head or designee will make every effort to act on vacation requests in a timely manner.
- I. Vacation will be canceled only when operational needs require it.
- J. Unit I4 employees are authorized to use existing fractional vacation hours that may have been accumulated.
- K. Vacation credits may be taken in fifteen (15) minute increments.

## **8.2 Annual Leave Program**

- A. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until twenty four (24) months has elapsed from date of enrollment.

- B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

1 month to 3 years	11 hours per month
37 months to 10 years	14 hours per month
121 months to 15 years	16 hours per month
181 months to 20 years	17 hours per month
241 months and over	18 hours per month

Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable DPA rules. Employees shall have the continued use of any sick leave accrued as of the effective date of the Agreement, in accordance with applicable laws, rules, or memorandum of understanding. All provisions necessary for the administration of this Section shall be provided by DPA rule or memorandum of understanding.

- C. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.
- F. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.
- G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection e., the department may order the employee to take annual leave.

- H. Annual leave request must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.
- I. Each department head or designee will make every effort to act on annual leave requests in a timely manner.
- J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.3, Sick Leave, of this Agreement.
- K. The Enhanced Non-Industrial Disability Insurance (ENDI) in Section 9.14 applies only to those in the annual leave program described above in this Section.
- L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after twenty four (24) months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).



**Chart for Computing Leave and Holiday Credit  
for All Fractional Time Base Employees**

<b>Monthly Leave Accrual Rates</b>						
<b>Time Base</b>	<b>Annual</b>					<b>Holiday Credit</b>
<b>Full Time</b>	<b>11</b>	<b>14</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>8</b>
1/5	2.20	2.80	3.20	3.40	3.60	1.60
2/5	4.40	5.60	6.40	6.80	7.20	3.20
3/5	6.60	8.40	9.60	10.20	10.80	4.80
4/5	8.80	11.20	12.80	13.60	14.40	6.40
1/8	1.38	1.75	2.00	2.13	2.25	1.00
1/4	2.75	3.50	4.00	4.25	4.50	2.00
3/8	4.13	5.25	6.00	6.38	6.75	3.00
1/2	5.50	7.00	8.00	8.50	9.00	4.00
5/8	6.88	8.75	10.00	10.63	11.25	5.00
3/4	8.25	10.50	12.00	12.75	13.50	6.00
7/8	9.63	12.25	14.00	14.88	15.75	7.00
1/10	1.10	1.40	1.60	1.70	1.80	0.80
3/10	3.30	4.20	4.80	5.10	5.40	2.40
7/10	7.70	9.80	11.20	11.90	12.60	5.60
9/10	9.90	12.60	14.40	15.30	16.20	7.20

### **8.3 Sick Leave**

- A. As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:
1. Illness or injury, including illness or injury relating to pregnancy.
  2. Exposure to a contagious disease which is determined by a physician to require absence from work.

3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
  4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code Section 297), son, daughter, brother, or sister, or any person residing in the immediate household. Such absence shall be limited to five (5) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.
- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee in Bargaining Unit 14 shall earn eight (8) hours of credit for sick leave with pay.
- C. Credit for less than full-time employees shall be computed as follows:
1. Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro-rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in 8.1C.
  2. Multiple positions under this rule:
    - a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position.
    - b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.
- D. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e. the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.
- E. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:
1. the employee has a demonstrable pattern of sick leave abuse; or

- 2. the supervisor believes the absence was for an unauthorized reason.
- F. Sick leave may be accumulated without limit.
- G. Sick leave may be requested and taken in fifteen (15) minute increments.
- H. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one (1) day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of temporary separation, the full-time employee's prior unused sick leave balance is restored.
- I. When an employee's sick leave balance is zero (0), other leave credits such as vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

#### **8.4 Bereavement Leave**

- A. A department head or designee shall authorize bereavement leave with pay for a permanent full-time State employee due to the death of his/her parent, step parent, spouse, domestic partner that has been defined in accordance with Family Code Section 297, child, grandchild, grandparent, brother, sister, stepchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.
- B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law, or immediate family members of domestic partners as defined in paragraph A. above. Such bereavement leave shall be authorized for up to three (3) eight-hour days in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- C. If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.

- D. Employees may utilize their vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for bereavement leave in accordance with the Sick Leave provision of this agreement.
- E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro-rata basis, based on the employees' fractional time base. (See chart in 8.1 C.)

## **8.5 Parental/Adoption Leave**

- A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom, care for the newborn child, or for her adoption of a child for a period not to exceed one (1) year. The employee shall provide medical/legal substantiation to support her request for parental/adoption leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth/adoption of the child. Any changes to leave, once approved, are permissive and subject to the approval of the department head or designee.
- B. A male spouse or male parent, who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year to care for his newborn child or for his adoption of a child. The employee shall provide medical/legal substantiation to support his request for parental/adoption leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth/adoption of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.
- C. If the request for parental/adoption leave is made more than thirty (30) calendar days after the birth/adoption of the child, a permissive unpaid leave of absence may be considered by the department head or designee.
- D. During the period of time an employee is on parental/adoption leave, she/he shall be allowed to continue his/her health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate the employee will pay will be the group rate.
- E. Existing leave credits may be used for the purposes of assuming custody of the adopted child.

## **8.6 Union Leave**

- A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a Union bargaining council member, steward, or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. A union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:
  - 1. A union leave shall assure an employee the right to his/her former position, upon termination of the leave. The term "former position" is defined in Government Code Section 18522.

2. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty five (35) percent of the affected employee's salary, for all the time the employee is off on a union leave.
3. The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's appointing power.
4. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.
5. Employees on a union leave shall suffer no loss of compensation or benefits.
6. Whether or not time for a union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.
7. Employees on union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
8. In the event an employee on a union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a union leave, Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

## **8.7 Unpaid Leave of Absence**

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in Subsection C. below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
  1. Union activity;
  2. For temporary incapacity due to illness or injury;
  3. To be loaned to another governmental agency for performance of a specific assignment;

- 4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
  - 5. Education; or
  - 6. Research project.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
  - E. A leave of absence shall be terminated by the department head or designee (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.

### **8.8 Jury Duty**

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. When night jury service is required of an employee, the employee shall be allowed time off without loss of compensation for such portion of the required time that coincides with the employee's normal work schedule. This includes any necessary travel time.
- B. An employee shall notify his/her supervisor immediately upon receiving notice of jury duty.
- C. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.
- D. For purposes of this Section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.
- E. In department work units with multiple shift operations, employees on a graveyard or swing shift may be reassigned to day shift for the duration of the jury duty and employees on the day shift may be reassigned to the swing or graveyard shift (if the work unit has a swing or graveyard shift) during their assignment to night jury duty.
- F. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, paragraph C. and D. apply.

### **8.9 Court Appearance and/or Subpoenas**

- A. Whenever a Unit 14 employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or an expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance.
- B. This action shall not be applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

- C. Upon request, an employee may be placed on a work shift coinciding with the time he/she is required to be available as a witness if the employee's work shift is different.

#### **8.10 Release Time for State Civil Service Exams**

Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two (2) working days) notice to his/her supervisor. Reasonable time off shall include time to wash up or shower and change clothes at or within close proximity of the worksite and travel to and from the examination site. For the purposes of this Section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a shift other than day shift on the day of an SPB examination.

#### **8.11 Release Time for State Personnel Board Hearings**

Upon two (2) working days' advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either: (1) a party to the hearing proceedings, e.g., an appellant; or (2) is specifically affected by the results of the hearing and has been scheduled to appear or testify by the State Personnel Board. The State shall attempt to accommodate a shift change request from an employee involved in (1) or (2) above on the day of an SPB hearing.

#### **8.12 Leave Credits Upon Transfer in State Service**

All employees covered by this contract shall, upon transfer in State service, transfer with all accumulated vacation, annual leave, personal leave, holiday credit(s) and sick leave credits.

#### **8.13 Catastrophic Leave and Natural Disaster Leaves**

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, and/or holiday credit) may be transferred from one (1) or more employees to another employee, in accordance with the departmental policies, under the following conditions:

- A. When the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's spouse, child or parent, or when the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence.
- B. The receiving employee has exhausted all leave credits.
- C. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation.

- D. Transfer of annual leave, personal leave, vacation, CTO, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- E. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.
- F. Notice of donations shall be date/time stamped by the receiving department and utilized in the order that they are received.
- G. A catastrophic leave donation is not a completed transaction until the donation has been used by the employee.
- H. In cases of natural disasters where the Governor has declared a state of emergency, employees living in the area of the declared emergency and who have suffered damage to their principle residence may be eligible for catastrophic natural disaster leave donation consistent with sections A. through G. above except that the employees need not have exhausted sick leave credits.
- I. If consistent with any other provision of this agreement or lawful change of policy, donors of leave which is not used in accordance with the above shall have the options of:
  - 1. Allowing the donee to keep the contribution against future need, or
  - 2. Accepting their balances back.
- J. Donations shall be made on a form to be supplied by the State, signed by donating employee, and verified by the donating department. These donations are irrevocable once used by the receiving employee.
- K. This section is not subject to the grievance and arbitration article of the Contract.

#### **8.14 Transfer of Leave Credits, Work and Family Program**

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Work and Family Advisory Committee.

- A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this agreement. Donations may be made by a child, parent, spouse, domestic partner that has been defined in accordance with Family Code Section 297, brother, sister or other person residing in the immediate household.
- B. For the purpose of transferring leave credits, the following definitions shall apply:
  - 1. Sick leave credits cannot be transferred;
  - 2. The receiving employee has exhausted all leave credits;



3. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation or annual leave.
4. Personal holiday must be transferred in one (1) day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);
5. Transfer of annual leave, personal leave, vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
6. The total leave credits received by the employee shall normally not exceed three (3) months, however, if approved by the appointing authority, the total leave credits received may be up to six (6) months;
7. Donations shall be made on a form to be supplied by the State, signed by donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used);
8. This section is not subject to the Grievance and Arbitration Article of this Contract.

#### **8.15 Personal Leave**

- A. Personal leave on an employee's leave account shall be requested and used by the employee in the same manner as vacation. Requests to use personal leave must be submitted in accordance with departmental policies on vacation.
- B. Upon permanent separation from State employment, an employee shall be paid for unused personal leave credits in the same manner as vacation.
- C. Nothing in this section precludes the employer from offering a cash out program for all or a portion of unused personal leave. Personal leave credits shall be cashed out at the employee's salary rate at the time the personal leave payment is made. Cash out programs, if offered, may differ from department to department and employee to employee.

#### **8.16 Family Medical Leave Act (FMLA)**

- A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) referred to collectively as "FMLA." The State and the Union recognize that on occasion it will be necessary for employees of the State to take job-protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, parent, spouse, or domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297 who has a serious health condition, and/or for the birth or adoption of a child.

- B. For the purposes of providing the FMLA benefits the following definitions shall apply:
1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
  2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;
  3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;
  4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by Article 8 (LEAVES) of this Contract.
    - a. FMLA absences due to illness and/or injury of the employee or eligible family member, may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with Article 8 (LEAVES) of this Contract.
    - b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by Article 8 (LEAVES) of this Contract.
    - c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with Article 8 (LEAVES) of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.
- C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.
- D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 8 (LEAVES) of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.

- E. Within ninety (90) days of the ratification date of this contract, and on January 1 of each year thereafter, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous twelve (12) month rolling period, shall be entitled to additional leave up to a total of twelve (12) weeks for the current calendar year.
- F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.
- G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with Department of Personnel Administration Rules 599.608 and 599.609.
- H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by the Department of Fair Employment and Housing. FMLA/CFRA does not supersede any article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

## **8.17 Mentoring Leave**

- A. Eligible employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time, which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of his/her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting "mentoring leave." For example, if an employee requests two (2) hours of "mentoring leave", he/she must have used two (2) verified hours of his/her personal time prior to receiving approval for the "mentoring leave". "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his/her supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.

- E. In order to be eligible for “mentoring leave,” an employee must:
1. Have a permanent appointment;
  2. Have successfully completed their initial probationary period; and
  3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards, for a minimum of one school year. (Most programs are aligned with the child’s normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)
- F. An employee is not eligible to receive mentoring leave if;
1. He/she is assigned to a “post” position in the Department of Corrections, Youth Authority; or
  2. He/she works in a level of care position in the Departments of Developmental Services, Mental Health, Education, and Veterans’ Affairs.
- G. Permanent part-time and permanent intermittent employees may receive a pro-rated amount of mentoring leave based upon their timebase. For example, a halftime employee is eligible for twenty (20) hours of “mentoring leave” per calendar year, whereas an intermittent employee must work a monthly equivalent of one hundred sixty (160) hours to earn 3.33 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Article 6 (Grievance and Arbitration) of this Contract.

## **8.18 Work and Family Participation**

### **A. Family Activity**

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (annual leave, vacation, personal holiday, holiday credits, CTO) for the purpose of attending school or non-school family-related activities such as sports events, recitals, 4-H, etc., in which the employee’s child is participating.

If any employee has exhausted available leave credits, the employee may request unpaid leave, unless he/she is currently subject to attendance restrictions.

However, use of such leave shall not diminish an employee’s entitlement under the Family School Partnership Act to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (vacation, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee’s child is participating.

Family is defined as the employee’s son, daughter, or any child the employee stands in loco parentis (to the child).

Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

**B. Family Crisis**

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family, or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave.

Family is defined as the parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household.)

If eligible, any Family Crisis Leave that meets the definition of serious health condition will run concurrently with Subsection 8.16 of this contract, Family and Medical Leave Act.

The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract.

Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor.

The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

**8.19 Precinct Election Board**

With prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in DPA rule 599.930, an employee may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular State compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.

## ARTICLE 9 – HEALTH AND WELFARE

### 9.1 Benefit Plans

#### A. Health Benefit Plans

##### 1. Health Program Description

###### a. Contribution Amounts

Effective January 1, 2002 through December 31, 2002, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

- (1) The State shall pay up to \$190.00 per month for coverage for an eligible employee.
- (2) The State shall pay up to \$378.00 per month for coverage of an eligible employee plus one dependent.
- (3) The State shall pay up to \$494.00 per month for coverage of an employee plus two or more dependents.

Effective January 1, 2003, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

- (1) The State shall pay up to \$190.00 per month for coverage for an eligible employee, plus 2/3 of the January 1, 2003 CalPERS HMO, single-party (employee only) weighted average premium increase.
- (2) The State shall pay up to \$378.00 per month for coverage of an eligible employee plus one dependent, plus 2/3 of the January 1, 2003 CalPERS HMO, two-party (employee plus one dependent) weighted average premium increase.
- (3) The State shall pay up to \$494.00 per month for coverage of an employee plus two or more dependents, plus 2/3 of the January 1, 2003 CalPERS HMO, family (employee plus two or more dependents) weighted average premium increase.
- (4) The parties agree that \$41,942.00 shall be applied to individual health enrollment amounts for employees in Bargaining Unit 14 for the months of January through June 2003. The parties shall meet no later than July 1, 2002, to determine how the money will be shared by bargaining unit employees in applying the amount to individual health enrollments.

- b. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

## 2. Health Benefits Eligibility

### a. Employee Eligibility

- (1) For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

### b. Permanent Intermittent (PI) Employees

- (1) Initial Eligibility – A permanent Intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one (1) of two (2) PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.
- (2) Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.

### c. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

## 9.2 Rural Subsidy Program

Effective January 1, 2000, the State shall establish a rural subsidy program for Bargaining Unit 14 members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. DPA shall administer any fund involving Bargaining Unit 14 members.

### A. The program shall operate in the following fashion:

1. The State shall contribute \$1,500 per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Chapter 743, Statutes of 1999 (Senate Bill 514 Senator Chesbro). A copy of the bill is attached hereto and hereby incorporated herein by reference.
  - a. For Bargaining Unit 14 members payments shall be on a monthly basis.
  - b. For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
2. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).

3. The money shall be available for use as defined in Government Code Section 22825.01.
4. Pursuant to that bill, a Rural Healthcare Equity Trust Fund(s) (hereafter Fund) will be established with a separate account for Bargaining Unit 14 members, as one of several similar accounts.
5. Each Unit 14 employee shall be able to utilize up to \$1,500 per year, pursuant to said bill, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 2. is applicable here.
6. If an employee does not utilize the complete \$1,500 pursuant to the procedures and limitations described in the bill, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred health care expenses in excess of the \$1,500, but again according to the procedures and limitations in the attached bill. The monies in the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of \$1,500 in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.
  - a. Eligible Bargaining Unit 14 employees shall be entitled to use monies from their \$1,500 subsidy to offset their increased cost in health care premiums pursuant to Government Code Section 22825.01.
  - b. Any employee not in Bargaining Unit 14 all year shall receive credit under this paragraph 6 utilizing the same pro rata formula as in paragraph 2 above.
  - c. If an employee is entitled to less than twenty five dollars (\$25) under this paragraph 6, the money shall instead go into next year's fund pursuant to paragraph 6 hereafter.
7. If monies still remain after a distribution to such employees (i.e., all employees who spent more than \$1,500 as provided in the bill were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the bill exceed \$1,500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to the bill and monies still remained in the pool.
8. Beyond the text of the bill, the parties will structure and administer the fund in accordance with all applicable IRS and other regulatory statutes and rules.
9. Interest earned from the fund(s), shall be used to offset administrative costs.
10. Notwithstanding the above, if the IRS shall determine that the above benefit violates its statutes or rules (e.g., the payments by the State employer are taxable), then the above provisions shall be of no further force and effect. The parties will negotiate under the Dills Act for a replacement benefit, which shall be "cost neutral" to the employer.



### **9.3 Dental Benefit Plans**

#### **A. Contribution Amounts**

1. Effective July 1, 2001, the State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by Department of Personnel Administration.
  - a. The State shall pay \$30.70 per month for coverage of an eligible employee.
  - b. The State shall pay \$55.60 per month for coverage of an eligible employee plus one dependent.
  - c. The State shall pay \$81.38 per month for coverage of an eligible employee plus two or more dependents.
2. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty five percent (25%) of the total premium.

#### **B. Employee Eligibility**

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under Section 9.1 (Benefit Plans) 2.A.

#### **C. Family Member Eligibility**

Family member eligibility for dental benefits will be the same as that prescribed for health benefits under Section 9.1 (Benefit Plans) 2.C.

#### **D. Coverage During First Twenty Four (24) Months of Employment**

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) consecutive months of employment without a permanent break in service, during the twenty four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50) mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

- E. The Union agrees to be bound by the provisions of Government Code Section 22955.55 as it relates to vesting for post retirement dental benefits for employees hired on and after January 1, 2002.

### **9.4 Pre-Tax of Health/Dental Premiums Costs**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State and social security taxes are deducted. Employees who choose not to have their out-of-pocket premium costs pre-taxed, must make an election not to participate in this benefit.

## **9.5 Vision Benefit Plan**

### **A. Program Description**

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of ten dollars (\$10) for the comprehensive annual eye examination and twenty-five dollars (\$25) for materials.

### **B. Employee Eligibility**

Employee eligibility for vision benefits will be the same as that prescribed for health benefits under Section 9.1 (Benefit Plans) 2.A.

### **C. Family Member Eligibility**

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under Section 9.1 (Benefit Plans) 2.C.

## **9.6 Pre-Retirement Death Continuation of Benefits**

Notwithstanding Government Code Section 22777, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental, and vision benefits for a period not to exceed one hundred twenty (120) days beginning in the month of the employee's death. The surviving spouse, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse or eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

## **9.7 Employee Assistance Program**

- A. The State recognizes that alcohol, drug abuse, nicotine addiction and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems and thus retain or recover his/her value as a productive employee, the State may offer referral to treatment for alcohol, drug, nicotine addiction and stress-related problems such as marital, family, emotional, financial, medical, legal, or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism or a drug-related or nicotine addiction or a stress-related problem so as to retain or recover his/her value as an employee.
- B. Each department head or designee shall designate an Employee Assistance Program (EAP) Coordinator who shall arrange for programs to implement this Section. Persons with the authority to refer employees to the EAP will be trained in the appropriate uses of the program. Employees who are to be referred to an EAP Coordinator will be referred by the appropriate management personnel. An employee who either receives or requests an EAP referral shall not be required to divulge the nature of their confidential problems to either the management personnel or the EAP Coordinator. The employee shall only be required to state a general

nature of their request, with adequate information to allow the EAP Coordinator to make an appropriate referral. Management personnel and the EAP Coordinator will maintain a fiduciary responsibility to the employee to preserve strict confidentiality of the employee's need for assistance. An employee undergoing alcohol, drug, nicotine addiction or mental health treatment, will receive confidential counseling or referral(s), and upon approval, may use accrued sick leave, compensating time off credits, vacation-leave and PLP credits for such a purpose. Leaves of absence with or without pay may be granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance. A list of all EAP Coordinators shall be furnished to the Union annually.

- C. The State recognizes that information regarding an EAP referral or counseling session shall remain confidential. In an effort to keep records concerning an employee's referral and/or treatment for alcoholism, drug, nicotine addiction or stress-related problems confidential, such records shall not be included in the employee's personnel file, but will be maintained in a confidential file in personnel.
- D. If the employee desires counseling and wishes to maintain total confidentiality, he/she may contact the Employee Assistance Program directly.
- E. The State shall not use the EAP to harass a Unit 14 employee, or for any other reason than stated in Subsection A. above. No Unit 14 employees shall have any reference to the EAP in any adverse action. The State may, however, respond to questions from the State Personnel Board to verify if the program was offered to a Unit 14 employee, prior to initiating an adverse action.
- F. All information relative to Unit 14 employees' involvement in this program in prior years, beyond the purposes of compiling statistics shall be purged from their files.
- G. The parties agree that the Union and the OSP shall work cooperatively through their joint labor/management committee (Article 5.7) to develop a workable management EAP referral process.
- H. Violations of this article and section remain grievable and arbitrable under the Unit 14 Contract as well as eligible as an "emergency grievance" to the California Department of Corporations.

## **9.8 Presumptive Illness**

- A. When required by Cal-OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with Cal-OSHA regulations.

## **9.9 Employee Injury on the Job**

- A. The State recognizes its responsibility to provide prompt emergency care to persons injured or stricken by illness at the work site.
- B. If circumstances permit, the employee's personal choice of physician will be utilized. Employees may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job.
- C. Injured employees who are unable to transport themselves to a medical treatment facility because of: (1) the debilitating effects of the injury or condition, (2) the possibility of collateral injury, i.e., internal bleeding, shock, seizure, etc., or (3) risk to public safety, shall be transported by qualified medical professionals.
- D. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.
- E. The State shall not use the Department of Industrial Relations' Rating Bureau's Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

## **9.10 Light/Limited Duty Assignments**

- A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.
- B. Limited duty assignments will be administered in accordance with all the following criteria:
  - 1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
  - 2. When and where the State determines that the assignment provides needed services;
  - 3. When the employee can satisfactorily perform the work;
  - 4. When there is a prognosis for improvement of the illness or injury;
  - 5. Maintaining safety shall be a prime consideration prior to assigning limited duty.
- C. The duration of a limited duty assignment may be up to sixty (60) calendar days. At the State's discretion, a limited duty assignment may be extended an additional sixty (60) days when warranted under B. 1 through 5, above.
- D. The State may make alternative assignments, retrain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for continued employment is poor.
- E. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.

- F. When an employee's injury or illness is medically determined to be permanent, the employee may request Reasonable Accommodation as prescribed by the State Personnel Board (SPB). The State will review the request in conformance with SPB rules. Nothing in this Section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this Section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 (Grievance and Arbitration) of this Contract, but may be appealed through the SPB's Reasonable Accommodation Appeals Process.

### **9.11 Independent Medical Exams**

- A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation program.
- B. The purpose of such independent medical evaluations is not to determine the degree of disability the employee has suffered, but rather whether illness or injuries sustained restrict the employee from performing the full range of his/her normal work assignment.
- C. If the State, after the independent medical examinations, determines that the employee cannot perform his/her normal work assignments, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

### **9.12 Industrial Disability Leave**

- A. Subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay, for the first twenty two (22) workdays after the date of the reported injury.
- B. In the event that the disability exceeds twenty two (22) workdays, the employee will receive 66 and 2/3% of gross pay from the 23rd workday of disability until the end of the 52nd week of disability. No IDL or payments shall be allowed after two (2) years from the first day (i.e., date) of disability.
- C. The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, personal leave, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

- D. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first fifty two (52) weeks, after the first date of disability, within a two (2) year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.
- E. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in Government Code Section 19863.
- F. In the event that an employee is determined to be "permanent and stationary" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program.
- G. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

### **9.13 Non-Industrial Disability Insurance**

- A. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60% of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless he/she has returned to work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays.
- B. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home. The definition of hospital or nursing home is the same as defined by Section 2627.5 and 2627.7 of the Unemployment Insurance Code.
- C. If the employee elects to use vacation, annual leave, personal leave or sick leave credits prior to receiving NDI payments, he/she is not required to exhaust the accrued leave balance.
- D. Following the start of NDI payments an employee may at any time switch from NDI to sick leave, vacation leave, annual leave or personal leave, but may not return to NDI until that leave is exhausted.
- E. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his/her disability, may upon the discretion of his/her appointing power work those hours (in hour increments) which when combined with the NDI benefit will not exceed one hundred percent (100%) of their regular "full pay".

The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his/her position.

- F. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.
- G. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.
- H. All other applicable DPA laws and regulations not superseded by these provisions will remain in effect.
- I. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.
- J. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to the denial of an individual's benefits.

## **9.14 Enhanced Non-Industrial Disability Insurance**

### **Enhanced Non-Industrial Disability Insurance - Annual Leave**

- A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in Section 8.2.
- B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for State employees who become disabled due to non-work-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- C. For periods of disability commencing on or after July 1, 1999, eligible employees shall receive ENDI payments at fifty percent (50%) of their gross salary, payable monthly for a period not exceeding twenty six (26) weeks for any one (1) disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to one hundred percent (100%) income replacement. At the time of an ENDI claim, an employee may elect either the fifty percent (50%) ENDI benefit rate or a supplementation level of seventy five percent (75%) or one hundred percent (100%) at gross pay. Once a claim for

ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.

- D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one (1) full day. A full day is defined as a twenty four (24) hour period starting at midnight.
- E. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, he/she is not required to exhaust the accrued leave balance.
- F. Following the start of ENDI payments an employee may at any time switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.
- G. In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their full-time work during the period of his/her disability, may upon the discretion of his/her appointing power, work those hours (in hour increments) which when combined with the ENDI benefit will not exceed one hundred percent (100%) of their regular "full pay". This does not qualify the employee for a new disability period under C. of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his/her position.
- H. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, ENDI benefits will be terminated effective the date of the offer.
- I. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.
- J. All other applicable DPA laws and regulations not superseded by these provisions will remain in effect.
- K. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.
- L. All appeals of an employee's denial of ENDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes related to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.



- M. Employees who become covered in the annual leave program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.
- N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in section 9.13 and such benefits are limited to one hundred thirty five dollars (\$135) per week.

### **9.15 Flex-Elect Plan**

The State agrees to provide a Flexible Benefits Program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the Flex-Elect Program shall be subject to all applicable Federal statute and related administrative provisions adopted by DPA. All eligible employees must work one-half time or more and have permanent status, or if a limited-term or TAU appointment, must have mandatory return rights to a permanent position.

#### **Permanent Intermittent Eligibility**

Permanent Intermittent (PI) employees may only participate in the Pre-Tax Premium and/or the cash option for medical and/or dental insurance. PI's choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI's choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled.

### **9.16 Long-Term Care**

Employees in classes assigned to Bargaining Unit 14 are eligible to enroll in any long-term care insurance plan sponsored by DPA. The employee's spouse, parents, and the spouse's parents are eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

The long-term care insurance premiums and the administrative costs to DPA and the State Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

### **9.17 State Disability Insurance**

The State and the Union agree to secure legislation which would enable Unit 14 employees to participate in a State Disability Insurance Program (SDI) by June 30, 2002.

## **ARTICLE 10 – HEALTH AND SAFETY**

### **10.1 Health and Safety Committees**

- A. The State shall provide a safe and healthy work environment for State employees. CSEA Local 1000 supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

- B. The parties agree that Joint Union/Management Health and Safety Committees are appropriate in many areas of State employment. At the Union's request, each department shall establish at least one (1) Joint Union/Management Health and Safety Committee and may include a Bargaining Unit 14 representative, as deemed appropriate by CSEA. Additional Joint Union/Management Health and Safety Committees may be established as local committees within departments.
- C. Joint Union/Management Health and Safety Committees shall consist of representatives from each bargaining unit in the area served by each Joint Union/Management Health and Safety Committee. The Union shall appoint the members representing the Union. The State may appoint an equal number of State representatives.
- D. The Committee shall initially meet monthly for the purpose of reviewing safety inspection results, discussing outstanding, unresolved safety problems and recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety. Thereafter and by mutual agreement, the parties shall meet no less than quarterly.
- E. Employees appointed to serve on the Committee shall serve without loss of compensation.
- F. To the extent permitted by law, all copies of employee occupational injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and remain confidential.
- G. Absence of a committee member shall not interfere with or delay the timely execution of the committee's responsibilities.

## **10.2 Computer Work Station**

- A. In order to provide a safe and healthy work place for its employees, the State agrees to order Computer equipment wherever possible in accordance with the recommendations made by the Joint Labor/Management Video Display Terminal Committee Report in April 1985.
- B. The State shall provide instruction in and information on the proper operation and adjustment of Computers and work station equipment. Said information shall be provided via brochures, Internet, or safety meetings. The Union will encourage employees to properly use Computer equipment.
- C. The State shall take action as necessary to make the following equipment available to all employees that use computers:
  - 1. Anti-Glare screens and or filters;
  - 2. Document holders;
  - 3. Adjustable chairs;
  - 4. Adjustable keyboards, computer tables and supports;
  - 5. Foot and wrist rests.

Additionally the State shall take action necessary to mitigate glare from the workplace such as rearrangement of the work stations to avoid glare on terminal screens from windows and ceiling luminaries.

- D. Upon request by the union, the State agrees to meet to review any revisions or additions to the State's ergonomic guidelines for Computer equipment.

### **10.3 Emergency Evacuation Procedures**

Each department shall establish, implement, and maintain an effective emergency evacuation procedure. The program shall be in writing and distributed to all employees and comply with California Code of Regulations, Title 8. This section is not grievable or arbitrable. Employees should pursue redress through Cal-OSHA.

### **10.4 Injury and Illness Prevention Programs**

Each department shall establish, implement, and maintain an effective Injury and Illness Prevention Program. The program shall be in writing and comply, at a minimum, with California Code of Regulations, Title 8, Section 3203. This section is not grievable or arbitrable. Employees should pursue redress through Cal-OSHA.

### **10.5 Hazardous Materials**

- A. Upon the request of the Union or an employee, the State shall continue to provide and maintain Material Safety Data Sheets (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller.
- B. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.
- C. An employee will receive training from their supervisor or from other departmental resources in the handling of a hazardous substance where: (1) the manufacturer is required under Labor Code Section 6390 to provide a Material Safety Data Sheet (MSDS); (2) the employee is required to handle the substance; and (3) the employee has not previously been trained in its use.

### **10.6 Safety Equipment**

- A. Safety equipment required by the State shall be provided to Unit 14 employees covered by this Contract by the employer. The State shall provide training in the use of such safety equipment.
- B. "Safety Equipment" means equipment or devices which are necessary to protect the employee's health and welfare. Such equipment may include, but not be limited to, ear plugs, helmets, goggles, safety harness, back braces, Cal OSHA approved impermeable gloves and aprons.
- C. Employees issued State-provided safety equipment shall be held responsible for loss of and/or damage other than that incurred as a result of normal wear or through no fault of the employee.

## **10.7 Environmental Changes**

- A. Whenever a department utilizes a pest control chemical in a State owned or managed building and/or its grounds, the department will provide at least twenty four (24) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted at employee building entrances, and disseminated to tenants via intra-office mail.
- B. Employees who wish to review the MSDS Sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.
- C. Normally, the chemical application will take place during hours when the building is closed for business.
- D. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated, will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of the notice shall be provided to the Union.
- E. Except in emergency situations, the State shall give no less than twenty four (24) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.
- F. Prior to any remodeling, renovation, or repair, that requires removal of any material the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.
- G. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after January 1, 2000: "Except in emergency situations, the lessor shall give not less than twenty four (24) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."
- H. The State will take action to accommodate employees who suffer from chemical hypersensitivity as it pertains to this article.

## **10.8 Medical Monitoring**

- A. Medical monitoring programs shall be discussed by the appropriate departmental Joint Union/Management Health and Safety Committee(s) and they will take into account the status of current technology and scientific recommendations for such programs.
- B. Employees shall be given base line medical examinations to determine current levels of exposures where it is demonstrated that employees have been exposed to toxic or hazardous materials.

## **ARTICLE 11 – SALARIES**

### **11.1 Salaries**

Effective July 1, 2003, all Unit 14 classifications shall receive a general salary increase of five percent (5%). The increase shall be calculated by multiplying the base salary by 1.05. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

### **11.2 Merit Salary Adjustments**

Employees shall receive annual merit salary adjustments in accordance with Government Code Section 19832 and applicable DPA rules.

### **11.3 Night Shift Differential**

Employees shall receive shift differential at the rate for evening and night shifts as defined below:

1. Employees shall qualify for the evening shift (8% times the hourly rate) where four (4) or more hours of the regularly scheduled work shift fall between 5 p.m. and 11 p.m.
2. Employees shall qualify for the night shift rate (10% times the hourly rate) where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6:00 a.m.

### **11.4 Bilingual Differential Pay**

Bilingual Differential Pay applies to those positions designated by DPA as eligible to receive bilingual pay according to the following standards:

#### **A. Definition of Bilingual Position for Bilingual Differential Pay:**

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by DPA. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)
2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
  - a. A direct public contact position;
  - b. A hospital or institutional setting dealing with patient or inmate needs;
  - c. A position utilized to perform interpretation, translation or specialized bilingual activities for the department and its clients.

3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum one hundred dollars (\$100) per monthly pay period, including holidays.
  2. A monthly employee meeting the bilingual differential pay criteria less than the entire monthly pay period would receive the differential on a pro rata basis.
  3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro-rata basis.
  4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of fifty-eight cents (\$.58) per hour.
  5. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of \$4.61 per day.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by DPA, will receive the bilingual differential pay on a regular basis.
- D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, and Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by DPA may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
- F. Employees will be eligible to receive the bilingual differential payments on the date the DPA approves the departmental pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging ten percent (10%) of the time, consistent with the other provisions of this Section.
- G. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.

- H. Employees in WWG2 will receive bilingual salary compensation for overtime hours worked.
- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay shall be included in the rate used to calculate temporary disability, industrial disability, and non-industrial disability leave benefits.

## **11.5 Pay Warrants / Revolving Fund Checks/Overpayments/Payroll Errors**

### **A. Pay Warrants/Revolving Fund Checks**

When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a revolving fund check, consistent with departmental policy and under the following conditions:

1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a revolving fund check shall be issued within two (2) work days after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy
2. The parties recognize that regular paychecks will be adjusted for any dock time occurring before the cut-off date established by the State Controller's Office. Whenever an employee is charged with "late dock" (as defined by the State Controller's Office), the employer will issue the employee's pay warrant for that period as if no late dock occurred. This means that
  - a. The employee will receive a regular pay warrant on payday;
  - b. The employee will be overpaid since the dock time will not have been deducted from the paycheck; and
  - c. The overpayment will be recovered in the next subsequent pay period in accordance with Section B. 1.

### **B. Overpayments/Payroll Errors**

For the purposes of overpayments, this section supersedes Government Code Section 19838.

1. When the State determines an overpayment has been made to an employee, for any reason other than a "late dock", it shall notify the employee of the overpayment within five (5) days. The employee, within five (5) days of this notification, shall respond and agree to a repayment plan as follows:
  - a. Cash payment according to a mutually agreed upon repayment plan.
  - b. Automatic payroll deduction according to a mutually agreed upon repayment plan. Consideration will be given to the employee so that the repayment plan does not create a financial hardship.

2. Included in the overpayment notification shall be the following information:
  - a. an explanation of how the overpayment occurred;
  - b. the date(s)/pay period(s) in which the overpayment occurred;
  - c. any calculations that depict how the employer arrived at the amount of overpayment; and
  - d. a proposed repayment plan.
3. If an employee does not respond to the department notice of an overpayment, or a mutual agreement for the repayment cannot be reached between the department and the employee, the department will automatically deduct the overpayment, or set up an automatic payroll deduction in an amount not to exceed twenty five (25%) percent of the employee's net disposable earnings, no less than thirty (30) calendar days from the date of the notice referenced in A. If the employee believes an overpayment repayment plan is not equitable under this section, he/she may appeal to the department level of review (2<sup>nd</sup> level) of the grievance procedure, which shall be the final level of review.
4. An employee who is separated from employment prior to full repayment of the amount owed, shall have an amount deducted from their final pay warrant sufficient to provide full repayment to the State.
5. If the final pay warrant is not sufficient to repay the amount owed to the State, the State shall have the right to exercise any and all legal means to recover the additional amount due.
6. No administrative action shall be taken by the State pursuant to this section to recover an overpayment unless the action is initiated within three (3) years from the date of the overpayment.
7. For an employee who has an overpayment due to "late dock", the State will set up an automatic payroll deduction, for the full amount of the overpayment, from the first feasible pay warrant following the pay period in which the overpayment was received.

## **11.6 Pay Periods**

Employees in Unit 14 who are employed at the Office of State Publishing shall continue to receive their paychecks twice a month. All other employees in Unit 14 shall continue to receive their paychecks once per month.



### **11.7 Alternate Range 40**

The State will provide Alternate Range 40 compensation to classes currently eligible, using the following criteria:

Range B. This Range shall apply to incumbents in positions approved by DPA staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards or resident workers who substantially replace civil service employees for a total of at least one hundred seventy three (173) allocated hours of inmates', wards', or resident workers' time, per pay period.

### **11.8 Sustained Superior Accomplishment Award**

Sustained superior accomplishment awards shall not be considered "compensation" for purposes of retirement.

### **11.9 Salary Definitions**

For the purpose of salary actions affecting employees assigned to Bargaining Unit 14, the following definitions shall apply.

- A. "Salary range" is the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect five percent (5%) increments between the minimum and maximum salary rates. Each five percent (5%) shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate five percent (5%) for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.
- B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate, rounded to the nearest dollar and for employees compensated on a daily basis or hourly basis is a 5% differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300).
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and, for employees compensated on a daily or hourly basis, any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges of the pay plan.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate the same as or less than two (2) steps higher or lower than the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.

- G. "Lower salary range" is a salary range with the maximum salary rate at least two (2) steps lower than the maximum salary rate of another salary range.

Unless otherwise provided by the State Personnel Board, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

#### **11.10 401K and 457 Plans**

Employees in Unit 14 will continue to be eligible for inclusion in the State of California, DPA's 401K and 457 Deferred Compensation Programs.

#### **11.11 Tax Deferral of Lump Sum Leave Cash Out Upon Separation**

- A. To the extent permitted by federal and state law, effective January 1, 2002 (or no later than four (4) months following ratification of this agreement by both parties) employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the State's Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than sixty (60) days prior to his/her date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.
- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "over-defers" exceeding limitation on annual deferrals).
- E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing Plan document (which may at the State's discretion be amended from time to time), and applicable federal and state laws, rules and regulations.
- F. Disputes arising under this section of the MOU shall not be subject to the grievance and arbitration provision of this agreement.

#### **11.12 Recruitment & Retention, Avenal & Blythe Prisons**

- A. Effective July 2, 2001, Unit 14 employees who are employed at either Avenal State Prison or Blythe State Prison, Department of Corrections, for twelve (12) consecutive qualifying pay periods after July 2, 2001 shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

- B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal State Prison or Blythe State Prison, there will be no pro rata payment for those months at either facility.
- C. If an employee is mandatorily transferred by the department, he/she shall be eligible for a pro rata share for those months served.
- D. If an employee promotes to a different facility or department other than Avenal State Prison, or Blythe State Prison prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus.
- E. No bonus shall be paid, including pro rata shares, prior to July 2, 2001.
- F. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- G. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- H. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

### **11.13 Payroll System Committee**

Within sixty (60) days of the ratification of this contract, the parties agree to advise the State Controller on changes to the Office of State Publishing payroll system. Topics to be explored include, but shall not be limited to, accuracy and timeliness of issuance of overtime warrants, changes in earning statements, and design of and transition to a biweekly pay system.

The process shall be addressed in the JLMC as established in Article 5.7.

### **11.14 M1000 Skill Pay Differential**

The State and the union agree that employees assigned to operate the Harris M1000 at the Office of State Publishing will receive a skill pay differential of ten percent (10%) for the WOPO III, Second Pressperson and twenty percent (20%) for the WOPO IV, Lead Pressperson.

- 1. The rate of pay with differential shall be used to compute overtime compensation.
- 2. The rate of pay with differential shall be used to compute shift differential pay.
- 3. The rate of pay with differential shall be used to compute the level of compensation upon retirement.

### **11.15 Satellite Work Location Pay Differential**

Employees in the classifications of DPOI/II who are permanent employees, are permanently assigned and have a time base of  $\frac{3}{4}$  or more shall receive a pro rated differential of one hundred fifty dollars (\$150) per month provided that all five (5) of the following criteria are met:

1. The incumbent is permanently assigned to a satellite work location or works independently in a one (1) person shop, and his/her immediate supervisor does not provide technical guidance and support, and;
2. The incumbent is the individual who is assigned to maintain the effective and efficient operation of the work location, and;
3. The operation of the work location routinely entails customer contact and frequent accommodation of unexpected changes in work priorities or workload increases, and;
4. The incumbents cannot refer to or consult with the immediate supervisor or other knowledgeable staff regarding day to day decisions regarding the operations of the work location on a timely and effective basis; and
5. Other staff at the location are not knowledgeable about the incumbent's assigned duties and responsibilities sufficient to contribute to the effective and efficient completion of the incumbent's assignment.

### **11.16 Printers-State Compensation Insurance Fund – Skill Pay Differential**

The State and the Union agree that employees in the classification of Printer I, State Compensation Insurance Fund (Class Code 7442) will continue to receive skill pay differential of eighty five cents (\$0.85) per hour for assignment to the operation of the Ryobi 3302M two color press. Normal assignment will be for full pay periods. For employees assigned to the press eleven (11) or more working days in the pay period, the differential rate will be paid for the entire pay period, including periods of paid leave. Employees assigned to the press less than eleven (11) working days will be paid the differential rate or only those days they operate the press. When qualified employees are assigned to operate the press on overtime, the skill pay differential will be paid in accordance with the overtime provision found in Section 18.5. Employees will be eligible for assignment to the press and differential pay from the date they are found qualified to operate the press independently. Management will determine when employees are sufficiently trained and qualified. Under normal circumstances, qualified employees will be assigned to the press by customary job rotation.

### **11.17 Printers I-State Compensation Insurance Fund Skill Pay Differential**

The State and the Union agree that effective July 1, 1999, employees in the classification of Printer I, State Compensation Insurance Fund (Class Code 7442) will receive skill pay differential of eighty five cents (\$0.85) per hour for assignment to the operation of the Heidelberg Printmaker QM 46-2 Press. Normal assignment will be for full pay periods. For employees assigned to the press eleven (11) or more working days in the pay period, the differential rate will be paid for the entire pay period, including

periods of paid leave. Employees assigned to the press less than eleven (11) working days will be paid the differential rate for only those days they operate the press. When qualified employees are assigned to operate the press on overtime, the skill pay differential will be paid in accordance with the overtime provision found in Section 18.5. Employees will be eligible for assignment to the press and differential pay from the date they are found qualified to operate the press independently. Management will determine when employees are sufficiently trained and qualified. Under normal circumstances, qualified employees will be assigned to the press by customary job rotation.

#### **11.18 Overtime Checks**

Each department shall make its best effort to process employee's overtime checks in the shortest possible time. Overtime checks shall be released to the employee as soon as possible following their receipt and expeditious processing at the department.

Upon notice from CSEA, the department agrees to meet when issuance of overtime checks distribution is a problem. This meeting will be for the purpose of developing a mutually acceptable overtime check distribution process.

#### **11.19 Pay Differential-Sheetfed Offset Press Operator (SOPO) II**

- A. The State and CSEA agree that incumbents in the SOPO II classification who are permanently assigned to operate envelope specialty presses more than fifty percent (50%) of their work time will receive a pay differential of two hundred fifty dollars (\$250) per month pro-rated according to time base.
- B. The parties agree that it is their intent, that persons receiving the SOPO II pay differential, shall not experience a loss in compensation upon movement to another class in State service. When determining the rate of pay for an employee that is receiving compensation under this pay differential, the employee shall move from their combined rate (base salary plus pay differential) not to exceed the maximum of the class, when computing the appointment rate upon movement to another classification.

### **ARTICLE 12 – ALLOWANCES AND REIMBURSEMENT**

#### **12.1 Business and Travel Expense**

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing DPA rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals. Each item of expenses of twenty five dollars (\$25) or more requires a receipt; receipts may be required for items of expense that are less than twenty five dollars (\$25). When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

- A. **Meals/Incidentals:** Meal expenses for breakfast, lunch, and dinner will be reimbursed in the amount of actual expenses up to the maximums. The term "incidentals" includes, but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the cost telegrams or telephone calls.

1. **Rates** - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below:

Breakfast	up to	\$6.00	
Lunch	up to	\$10.00	
Dinner	up to	\$18.00	
Incidentals	up to	\$6.00	(Every full 24 hours of travel)
Total	up to	\$40.00	

2. **Time Frames** - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

- a. On the first day of travel on a trip of more than twenty-four (24) hours:

Trip begins at or before 6 a.m.	Breakfast may be claimed
Trip begins at or before 11 a.m.	Lunch may be claimed
Trip begins at or before 5 p.m.	Dinner may be claimed

- b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed
Trip ends at or after 2 p.m.	Lunch may be claimed
Trip ends at or after 7 p.m.	Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (24)-hour period.

- c. For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 a.m. and ends at or after 9 a.m. - Breakfast may be claimed.

Travel begins at or before 4 p.m. and ends at or after 7 p.m. - Dinner may be claimed.

If the trip extends overnight, receipted lodging may be claimed.

No lunch or incidentals may be claimed on a trip of less than twenty-four (24) hours.

- B. **Lodging:** All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.

- 1. Regular State Business Travel

- a. Statewide, in all California locations not listed in b. or c. below, for receipted lodging while on travel status to conduct state business, actual lodging up to eighty four dollars (\$84) plus applicable taxes.
- b. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to one hundred ten dollars (\$110) plus applicable taxes.
- c. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of one hundred forty dollars (\$140) plus applicable taxes.

- 2. **State Sponsored Conferences or Conventions** - For receipted lodging while attending State Sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with a lodging receipt: Actual lodging up to one hundred ten dollars (\$110) plus applicable taxes

- 3. **Non-State Sponsored Conferences or Conventions** - For receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

Statewide, with a lodging receipt: Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from DPA. DPA may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal, or incidental expenses within fifty (50) miles of his/her home or headquarters.

C. **Long-term Travel:** Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. **Full Long-term Travel** - In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment (LTA) must meet the following criteria:
  - The employee continues to maintain a permanent residence at the primary headquarters, and
  - The permanent residence is occupied by the employee's dependents, or
  - The permanent residence is maintained at a net expense to the employee exceeding two hundred dollars (\$200) per month. The employee on full long-term travel who is living at the long-term location may claim either:
    - a. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of one thousand one hundred thirty dollars (\$1,130) per calendar month while on the long-term assignment, and actual expenses up to ten dollars (\$10) for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to five dollars (\$5) for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or
    - b. Long-term subsistence rates of twenty four dollars (\$24) for actual meals and incidentals and twenty four dollars (\$24) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either twenty four dollars (\$24) for actual meals or twenty four dollars (\$24) for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to twelve dollars (\$12) for actual meals and incidentals and twelve dollars (\$12) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either twelve dollars (\$12) for actual meals or twelve dollars (\$12) for receipted lodging for travel less than twelve (12) hours at the long-term location.



3. Employees, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change DPA policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies DPA policy regarding an employee leaving the LTA location on personal business:

The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

- D. **Out-of-State Travel:** For short-term out-of-State travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-State travel will be reimbursed in accordance with the provisions of long-term travel above.
- E. **Out-of-Country Travel:** For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column (B) of the Maximum Travel Per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term out of country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by the DPA.

Subsistence shall be paid in accordance with procedures prescribed by DPA. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

- F. **Transportation:** Transportation expenses include, but are not limited to, airplane, train, bus, taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the necessity for travel, and the mode of travel to be reimbursed.

#### 1. Mileage Reimbursement

- a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed thirty four (\$.34) cents per mile.
- b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

2. **Specialized Vehicles** – Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim from thirty one (\$.31)cents up to thirty seven (\$.37) cents per mile, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.
  3. **Private Aircraft Mileage** – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of fifty (\$.50) cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with the DPA Rule 599.628.1 and the State Office of Risk and Insurance Management.
  4. **Mileage to/From a Common Carrier** – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one (1) hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.
- G. **Receipts:** Receipts or vouchers shall be submitted for every item of expense of \$25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
1. Railroad and bus fares of less than twenty-five dollars (\$25) when travel is wholly within the State of California.
  2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars (\$10) or less for each continuous period of parking or each separate transportation expense noted in this item.
  3. Telephone, telegraph, tax, or other business charges related to State business of five dollars (\$5) or less.
  4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
  5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

## **12.2 Overtime Meal Allowance**

An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an overtime meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two (2) consecutive hours prior to or two (2) consecutive hours after the start or end of their regular work shift. It is not the intent of management to schedule employees in order to circumvent this article.

## **12.3 Moving Expenses**

Whenever an employee is reasonably required to change his/her place of residence, the State shall reimburse the employee in accordance with existing administrative regulations. All current rules and regulations applying to State reimbursement of moving and relocation expenses shall remain in effect for the life of this Contract.

## **12.4 Business-Related Equipment Supplies, Tools & Clothing**

The State shall determine what special items of equipment, materials, supplies, tools and clothing are necessary for employees to perform their jobs. Such items shall be made available by the State.

## **12.5 Damaged Personal Property**

In accordance with the provisions of Government Code Section 19849.8, a department may pay the cost of replacing or repairing specified personal property necessarily worn or carried when damaged in the line of duty without fault of the employee. The value of such personal property shall be determined as of the time of the damage thereto.

## **12.6 State Owned Housing Rental & Utility Rates**

### **A. Rent**

Effective upon ratification of this contract and annually thereafter for the duration of this contract, current rental rates for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently occupying State-owned housing, the State may raise such rates paid by employees up to twenty-five (25%) percent each year.
2. During the term of this contract, where no rent is being charged the State may raise rents up to seventy five dollars (\$75) per month or when an employee vacates State-owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the Fair Market value.
3. Employee rental of State housing shall not ordinarily be a condition of employment. In any instance after ratification and annually thereafter, when the rental of State housing is made a condition of employment, the State may charge the employee ten (10%) percent less than the regular rate of rent.

4. Employees renting State-owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State-owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.
5. In no case shall the State increase rentals above the Fair Market Value.

**B. Utilities**

Effective upon ratification of this contract and annually thereafter, current utility charges for all types of State-owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight (8%) percent each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State-owned housing units, the employee shall assume all responsibility for payment of such utility rates and any increases imposed by the utility company.

**12.7 Commute Program**

- A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy five percent (75%) discount on public transit passes sold by State agencies up to a maximum of \$65 per month. Employees who purchase public transit passes on their own shall be eligible for a seventy five percent (75%) reimbursement up to a maximum of sixty five dollars (\$65) per month. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.
- B. Employees riding in vanpools shall be eligible for a seventy five percent (75%) reimbursement of the monthly fee up to a maximum of sixty-five dollars (\$65) per month. In lieu of the van pool rider reimbursement, the State shall provide one hundred dollars (\$100) per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven (7) or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

- C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy five percent (75%) of the cost up to a maximum of sixty-five dollars (\$65) per month or in the case of the primary van pool driver, the one hundred dollars (\$100) per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

## **12.8 Parking Rates**

- A. For the term of this contract, the parties agree that the State may increase parking rates for Unit 14 employees in all parking lots administered by the State in an amount not to exceed a total of twenty percent (20%) per month above the current rates.
- B. Rates at new lots administered by the State will be set at a level comparable to existing State lots.
- C. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot.

## **12.9 Transportation Incentives**

- A. Both the State and Union agree that employees should be encouraged to use alternate means of transportation to reduce traffic congestion and improve air quality in the State.
- B. Notwithstanding any other provision of the agreement, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of directives of Air Quality Management Districts. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

## **12.10 Pre-Tax Parking**

The State shall continue pre-tax parking fees for Unit 14 employees.

# **ARTICLE 13 – CAREER DEVELOPMENT**

## **13.1 Performance Appraisal of Permanent Employees**

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving.
- B. In the absence of a current annual performance appraisal, the employee's performance shall be deemed satisfactory.
- C. Meetings between employees and management concerning unsatisfactory work performance or work-related shall be held in private and in a location sufficiently removed from the hearing range of other persons.

- D. A Unit 14 employee may grieve the content of his/her performance appraisal to the Departmental Director level of review when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.
- E. It is not the intent of the parties to arbitrate performance appraisal grievances that lack merit or are absent any evidence to support the disputed review. Towards that end, the parties agree that a performance appraisal grievance shall only be arbitrated when it can be demonstrated that such a performance appraisal has been used to harass or discipline an employee.

### **13.2 Personnel and Evaluation Materials**

- A. An employee's official departmental personnel file, departmental working file, and supervisor's drop file shall be maintained at a location identified by each department head or designee. For purposes of this article, a supervisor's drop file is a distinct file or binder identified with the employee's name and maintained by the supervisor for the purpose of collecting records and information relative to that employee's work performance.
- B. Information in an employee's official departmental personnel file, departmental working file, and supervisor's drop file shall be confidential and available for inspection only to the employee, the employee's department head or designee in connection with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena. The employee shall be provided with copies of all materials supplied as a result of such an order.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file, departmental working file, and supervisor's drop file without being signed and dated by the author of such material. Before the material is placed in any of the employee's files, the department head or designee shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of the material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file, departmental working file, and supervisor's drop file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, reasonable arrangements will be made to accommodate the employee.
- E. An employee shall be informed of the existence of any report/document that reflects upon their employment before the document is provided to anyone other than the author. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

- F. Any performance evaluation conducted of an employee who is a participant in the Union/State collective bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such collective bargaining.
- G. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one (1) year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions as defined in applicable Government Code Sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.

### **13.3 Training**

The State recognizes the importance of fostering open supervisory/employee communications, encouraging employee development, and enhancing the work skills and abilities of Unit 14 (excluding apprenticeship training program) employees. Consistent with this premise, the State agrees to provide the following financial support:

- A. The State agrees to reimburse Unit 14 employees for expenses incurred as a result of successfully completing job-required training courses which are authorized in advance, in writing by the department, to assure adequate performance or insure job proficiency. This includes in-service training courses offered by the department. Such reimbursement shall be limited to:
  - 1. Tuition and/or registration fees;
  - 2. Cost of course-required books and materials;
  - 3. Transportation or mileage expenses;
  - 4. Toll and parking fees;
  - 5. Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with Article 12, Section 1 of this contract.
- C. Unit 14 employees who are directed to attend a training course required by the State shall be granted reasonable time off without loss of compensation. For courses that are scheduled during off-duty hours, such hours shall be considered work time.
- D. The State shall not seek reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion either: (1) at the convenience of the State; or (2) because of death, prolonged illness, disability or other similar eventuality.

- E. Upon request, each department utilizing Unit 14 employees shall furnish the Union with the name of the individual responsible for that department's training program. The Union may notify the department of their designated Union representative for Unit 14 with responsibility for education and training matters. The department may consult with the Union representative on training matters. The Union representative may present input to the department on training matters.
- F. Notwithstanding the provisions of a structured apprenticeship training program employees in Unit 14, with supervisorial consultation, may design an individual development plan. These plans may include job-required, job-related and career-related training courses. The employee's supervisor and department will consider these individual development plans, keeping in mind the needs and constraints of the State, and endeavor to fulfill the individual plans as designed. Employees' requests to attend job-related and career-related training must be compatible with the approved individual development plan.
- G. When a Unit 14 employee participates in job-related or career-related training which has been authorized in writing, in advance, the State will reimburse a Unit 14 employee up to fifty (50%) percent of course-required books, tuition, materials and registration fees upon successful completion of approved training or educational courses. Normally the employee will attend the training on his/her own time. On an exceptional basis, individual department policy or individual arrangements may provide other methods for the payment of costs noted above and for the time used to attend the training. Employees may not grieve unequal application based upon a comparison of other individual arrangements nor the terms of their own arrangement unless the terms of the individual's arrangement are violated.
- H. The State also recognizes its obligation to train every employee whose job duties have been restructured as a result of class modification. To that end, and consistent with the employee's duty statement, training will be provided with respect to newly assigned duties.

#### **13.4 Joint Labor/Management Training Teams**

- A. Notwithstanding the provisions of a structured apprenticeship program, each State department may establish a joint labor/management training team to establish and/or enhance an organized and planned system of training for its Unit 14 employees within the department. Each joint labor/management training team shall consist of an even number of members, half of which shall be selected by the department and half of which shall be selected by CSEA Unit 14. The total number of members for each joint labor/management training team shall not exceed six (6) members. Team rules of conduct and procedure shall be developed by mutual agreement among the team members.

- B. Functions

The following list of functions identifies what the joint labor/management training teams are intended to accomplish within their respective departments:

- 1. Establish the scope and priority of specific training that is to be provided to Unit 14 employees.



2. Monitor and evaluate the efficiency and degree of success achieved by particular training being provided.
3. Monitor and evaluate the progress and success achieved by individuals receiving training.
4. Recommend to departmental management and employees changes and improvements in the training program.
5. Develop and oversee the implementation of fair and impartial procedures to prioritize and/or select candidates receiving specific types of training.
6. Explore alternative means and resources to increase and/or optimize training of Unit 14 employees.
7. The parties agree that within six (6) months of being appointed to an entry level position, the appointed employee shall receive all necessary training to perform work assigned to the employee. The parties further agree to compile, maintain and have available records of such training sufficient to monitor effectively employees' progress in this training.
8. The parties agree that all journey level employees shall be given equal opportunity to participate in formal training classes and programs that would enhance career opportunity within the employee's specific promotional pattern or the career plan specified in the employee's individual development plan.
9. The parties agree that all journey level employees shall receive training identified as necessary and essential to maintain skills needed to operate new and/or upgraded equipment and/or programs.

#### C. Salary Considerations

Committee members shall be released from their normal duties to attend meetings on official business time without loss of compensation.

### **13.5 Personal Performance Session**

Meetings between a Unit 14 employee and the State concerning work performance or work-related problems shall be held in private and in a location sufficiently removed from the hearing range of other persons.

### **13.6 Posting of Vacancies**

It is the intent of this section that all Unit 14 employees will be provided a full range of employment opportunities within their trade.

All eligible candidates are encouraged to apply for job openings.

When the State decides to fill a vacancy or job opening, it shall be posted on every departmental job opportunity bulletin board or distributed, where Unit 14 employees are utilized for a period of ten (10) calendar days prior to closing date of filing in order to qualify as adequate notice.

During the posting period, any employee in the State who meets the classification qualifications for the vacancy or job opening can apply for the position.

### **13.7 Print 2**

The OSP has installed a management information system dubbed "Print 2". It is not the purpose of this system to track employee work time for the purpose of documenting performance problems or initiating adverse action in this regard.

### **13.8 Letters of Instruction (LOI)/Work Improvement Discussion (WID)**

- A. LOI/WID (as well as counseling memos, informal letters of reprimand, letters of warning, etc.) shall contain a specified expiration date, not to exceed one (1) year if there has been no recurring behavior, upon which the employee may request the removal of same. Upon request to the Appointing Authority or his/her designee, they shall be removed and destroyed, unless the employee requests the documents be returned to them for their own disposal.
- B. LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from date the investigation is completed.
- C. In cases where departmental staff are investigating an employee in a situation which adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI/WID.
- D. This provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Employee Counseling Record, or Letters of Contact. These types of "minor" corrective memos are to be placed in the employee's supervisory file, but not in the official personnel file.
- E. The employee shall have the right to submit a rebuttal to any LOI/WID, or any such comment referred to in subsection D. above. The rebuttal shall be submitted no later than thirty (30) days after issuance of the LOI/WID to the employee, unless mutually agreed by the Appointing Authority's authorized representative and the employee or his/her representative. The rebuttal shall be attached to the applicable LOI/WID.

### **13.9 Apprenticeship Program – Bargaining Unit 14 Printing and Allied Trades/Joint Apprenticeship Committee**

- A. The State and the Union support the establishment and operation of apprenticeship programs where deemed appropriate within Bargaining Unit 14. The State and the Union agree to form a joint labor/management apprenticeship committee (JAC). These standards have, therefore, been adopted and agreed upon under the Shelley-Maloney Apprentice Labor Standards Act of 1939, to govern the employment and training of apprentices in the trade defined herein, to become effective upon their approval.

- B. The JAC may develop an apprenticeship program for any printing and allied trades classification. The classification of positions and the selection process shall be governed and administered in accordance with State Personnel Board (SPB) and Department of Personnel Administration (DPA) rules and regulations.

C. Organization

The JAC shall contain an equal number of representatives. The size of the JAC shall be ten (10) members, five selected by the Union and five State representatives. Union representatives who have been selected as JAC members shall serve with no loss of compensation when officially participating in JAC meetings or other assigned JAC assigned activities.

In addition thereto, there shall be one advisor from the local school district and one apprenticeship consultant representing the Division of Apprenticeship Standards, State Department of Industrial Relations, and such other advisors as the committee shall determine. Such advisors shall act without vote.

D. Functions

The functions of the apprenticeship committee shall be to:

1. Develop an efficient program of apprenticeship through systematic on-the-job training with related and supplemental instruction and periodic evaluation of each apprentice;
2. Make periodic evaluation of the progress of each apprentice's on-the-job and related and supplemental instruction;
3. Serve in an advisory capacity with the Department and employees in matters pertaining to these standards;
4. Aid in the adjustment of apprentice disputes;
5. Develop fair and impartial selection procedures in accordance with existing laws and regulations, and to apply them uniformly in the selection of apprentices for apprenticeship;
6. Develop forms to be used in the Apprenticeship program;
7. Evaluate and recommend remedial action for employees participating in an apprenticeship program under the scope of civil service rules and regulations.

- E. The apprenticeship program shall be in accord and conform in all respects with the rules and regulations for apprenticeship of the Division of Apprenticeship Standards, Department of Industrial Relations.

F. Apprentice Agreement

1. Each apprentice shall be furnished a copy of, or be given an opportunity to study the California Code of Regulations California Apprenticeship Council (CCRCAC) before entering into the apprenticeship program. These rules and regulations/standards shall be considered a part of the Apprentice Agreement as though expressly written therein.

2. Each apprentice shall be furnished a copy of the fully-signed Apprenticeship Agreement.

G. Duties of an Apprentice

Each apprentice shall satisfactorily perform all work and learning assignments both on-the-job and in “related and supplemental” instruction and shall comply with the rules, regulations and decisions of the Joint Labor/Management Apprenticeship Committee (JAC).

H. Ratios

The ratio of apprentice to journey positions will be established by the JAC committee.

I. Work Training

The JAC shall see that all apprentices are under the direct supervision of a qualified Journey Operator or instructor and shall provide the necessary diversified experience and training in order to train and develop the apprentice into a skilled Journey Operator, proficient in all the work processes of the Journey Operator as outlined herein. Apprentices shall also be trained in the use of new equipment, materials and processes as they come into use in the occupation.

J. Meetings

The first JAC Meeting shall be held within ninety (90) calendar days after ratification of this contract and shall continue to meet no less than every three months, or sooner, as determined by the JAC.

K. JAC deadline

The Unit 14 apprenticeship program shall be developed by October 1, 2002.

## **ARTICLE 14 – CLASSIFICATION**

### **14.1 Classification Changes**

The Department of Personnel Administration (hereafter DPA) and the California State Employees Association (hereafter CSEA) recognize the benefits of working cooperatively in the establishment of new Unit 14 Classifications or modifying existing classifications.

- A. When DPA proposes establishment of a new classification or modifications of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with DPA regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union’s right to meet and confer over the classification proposal prior to submittal to the State Personnel Board (SPB) for consideration.
- B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union’s request unless the parties agree to a different date. The purpose of the negotiations shall be the class specifications and the compensation.

- C. If the parties reach agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the SPB for non-hearing calendar.
- D. If the parties do not reach an agreement, the classification proposal may be submitted to the SPB.
- E. In the event the SPB renders a decision that was not mutually agreed to by the parties, the Union and DPA shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.

## **14.2 Out of Classification Assignments**

- A. Notwithstanding Government Code Sections 905.2, 19818.8, 19818.16, an employee may be required to perform work other than that described in the specification for his/her classification for up to one hundred twenty (120) consecutive calendar days during a fiscal year.
- B. An employee is working out-of-class when he/she spends a majority (i.e., more than fifty percent (50%)) of his/her time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification. Duties which are appropriately assigned to incumbents in the employee's current classification are not out-of-class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the California State Personnel Board specification. Training and Development assignments are not out-of-class work.
- C. For purposes of this article, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.
- D. An employee may be temporarily required to perform out-of-class work by his/her department for up to one hundred twenty (120) calendar days when it determines that such an assignment:
  - 1. Is of unusual urgency, nature, volume, location, duration or other special characteristics; and,
  - 2. Cannot be feasibly met through use of other civil service or administrative alternatives.
- E. Departments may not use out-of-class assignments to avoid giving civil service examinations, or to avoid using existing eligible lists created as the result of a civil service examination.
- F. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to 2 Cal. Code Regs 599.673, 599.674 or 599.676 if appointed to the higher classification.
- G. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.

- H. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

### **14.3 Out-of-Class Grievances**

- A. If a department head or designee requires an employee to work in a higher classification for more than two (2) consecutive work weeks, the employee shall receive the rate of pay he/she would have received pursuant to 2 Cal. Code Regs 599.673, 599.674 or 599.676 if appointed to the higher classification. The differential shall not be considered as part of the base pay in computing the promotional step in the higher class.
- B. It is not the State's intent to select employees for out-of-class assignments based on favoritism.
- C. Approved out-of-class-grievances may be compensated retroactively for a period no greater than one (1) year preceding the filing of the grievance.
- D. All out-of-class grievances should be filed on an out-of-class claim form.
- E. Review of out-of-class grievances shall begin at the second level of review of the Unit 14 grievance process. Accordingly, the claim form and other relevant documents (duty statement, audit form, etc.) may be sent directly to the department's personnel/human resources office.
- F. The department's personnel/human resources office shall review the relevant facts of the case, conduct an audit if necessary and respond to the grievance within thirty (30) calendar days of receiving the grievance.
- G. If the grievant is not satisfied with the decision rendered by the personnel/human resources office, he/she may elevate the grievance in writing within fourteen (14) calendar days after receipt to the Director of DPA.
- H. The Director of DPA or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.
- I. If the grievance is not resolved by DPA, the Union shall have the right to submit the grievance to arbitration within thirty (30) calendar days following receipt of DPA's decision.
- J. The arbitrator's decision shall be final and binding. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties, responsibilities or claim.
- K. The only remedy that shall be available to a grievant is salary for out-of-class work. This does not, however, preclude the grievant from pursuing certification for experience (SPB Rule 212).
- L. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

- M. Should any employee file suit against the Union seeking to declare this provision illegal, the State shall indemnify the Union for any cost incurred in defending itself.

The parties agree to support legislation to amend Government Code Section 19818.8 as follows. Said legislation must be enacted into law before the provisions of this section take effect.

1. Government Code Section 19818.8. (a) A person shall not be assigned to perform the duties of any class other than that to which his/her position is allocated, except as permitted by Section 19050.8.
2. If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of the memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

#### **14.4 Duty Statements**

Upon request, a Bargaining Unit 14 employee shall be provided with a current and accurate copy of the Duty Statement for his/her position in State service.

The Duty Statement shall be determined by the appointing power and will be consistent with the Unit 14 employee's classification.

Within ninety (90) days of implementation of any new classification or new classification series, a new Duty Statement will be provided to each impacted employee and the Union.

#### **14.5 Classification Review of Exhibit Designer-Installer**

The State agrees to conduct a classification review of the Exhibit Designer-Installer classification, used at the California Science Center, with the term of the memorandum of understanding. The purpose of the classification review is to determine if the current class specification adequately describes all facets of the work.

Upon completion of the classification review, the State will provide the Union with a copy of the results and recommendations. The State and the Union agree to meet and discuss the results of the review and recommendations, including the following:

- a. If the analysis indicates an existing classification more accurately describes the work of the Exhibit Designer-Installer, and the Union concurs, the Union shall support the reallocation of the positions on a current basis to the appropriate class in accordance with State Personnel Board Law and Rules and shall not seek retroactive out-of-class pay or recognition.

- b. If the results of the classification review indicate the Exhibit Designer-Installer classification requires modification, or a new classification is required in order to more accurately describe the work of the incumbents, and if the Union concurs; then the parties agree to revise or abolish the existing class specification or establish a new class in accordance with Section 14.1, Classification Changes. The Union agrees to sign a statement of support for the proposed classification action.

## **ARTICLE 15 - EMPLOYEE TRANSFERS**

### **15.1 Employee Opportunity Transfers**

- A. The parties recognize that, when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.
- B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:
  - 1. An employee desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.
- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one (1) employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.
- D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.



## **15.2 Appeal of Involuntary Transfer**

- A. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 6 (Grievance and Arbitration) only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or DPA disapproves the transfer, the employee shall be returned to his/her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with DPA laws and rules.
- B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure absent a clearly demonstrated showing that such a transfer was for the purpose of harassment or discipline.

## **15.3 Hardship Transfers**

- A. The parties recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another geographic location due to a verifiable medical or family hardship.
- B. An employee requesting a hardship transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification or any other classification within transfer range.
- C. Where a hardship transfer request cannot be accommodated, the appointing authority or designee shall so inform the employee in writing.
- D. An employee accepting a hardship transfer waives any and all rights to claims for moving and relocation expenses. This does not preclude payment of such expenses at the employer's discretion.
- E. This section is neither grievable or arbitrable.

## **ARTICLE 16 - LAYOFF**

### **16.1 Layoff and Reemployment**

- A. Application

Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "employees") in any State agency, the State may lay off employees pursuant to this Section.

- B. Order of Layoff

Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and DPA rules.

C. Notice

Employees compensated on a monthly or semi-monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on date of mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff.

D. Transfer or Demotion in Lieu of Layoff

The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable DPA rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

#### E. Reemployment

In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or subdivisional reemployment lists in accordance with Section 19056 of the Government Code.

#### F. State Service Credit for Layoff Purposes

In determining seniority scores, one (1) point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period except that when a absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified.

- G. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the procedures established in Government Code Section 19997.14. The hearing officer's decision shall be final and upon its issuance the DPA shall adopt the hearing officer's decision as its own. In the event that either the employee(s) or appointing power seeks judicial review of the decision pursuant to Government Code Section 19815.8, DPA, in responding thereto, shall not be precluded from making arguments of fact or law that are contrary to those set forth in the decision.

### **16.2 Reducing the Adverse Effects of Layoff**

Whenever the State determines it necessary to lay off employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work-time, retraining, early retirement, and unpaid leaves of absence.

### **16.3 Alternative to Layoff**

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notice and meet and confer with the Union to seek concurrence of the usage of this alternative.

## ARTICLE 17 – RETIREMENT

### 17.1 First Tier Retirement Formula (2% @ 55)

- A. The Union and the State (parties) agree that the legislation implementing this agreement shall contain language to enhance the current age benefit factors on which service retirement benefits are based for Miscellaneous and Industrial members of the First Tier plan under the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a resolution that will employ, for the June 30, 1998 valuation and thereafter, ninety five percent (95%) of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a twenty (20) year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.
- B. The legislative language would provide the enhanced benefit factors to State employees who retire directly from State employment on and after January 1, 2000.
- C. The table below compares the current First Tier age benefit factors to the improved factors that the proposed legislation would place in the part of the Government Code administered by CalPERS.

AGE AT RETIREMENT	CURRENT FACTORS	PROPOSED FACTORS
50	1.092	1.100
51	1.156	1.280
52	1.224	1.460
53	1.296	1.640
54	1.376	1.820
55	1.460	2.000
56	1.552	2.063
57	1.650	2.125
58	1.758	2.188
59	1.874	2.250
60	2.000	2.313
61	2.134	2.375
62	2.272	2.438
63 and over	2.418	2.500

- D. There would be factors for attained quarter ages, such as 52  $\frac{3}{4}$ , that will be included in the proposed legislation. These improved age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the State and the Union. The improved factors will also apply to past service that is credited under the First Tier and the Modified First Tier.
- E. The amount of member contributions required of employees who will be covered under these new factors will continue to be five percent (5%) of monthly compensation in excess of five hundred thirteen dollars (\$513).

## **17.2 First Tier Eligibility For Employees In Second Tier**

- A. The Union and the State (parties) agree that the legislation implementing this agreement shall contain language to allow employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier, as described in this article. The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a resolution that will employ, for the June 30, 1998 valuation and thereafter, ninety five percent (95%) of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a twenty (20) year period beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.
- B. The legislative language would allow an employee in the Second Tier to exercise the Tier 1 right of election at any time after the effective date of this legislation. An employee who makes this election would then be eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from 96 months (8 years) to 144 months (12 years) or up to 180 months (15 years), and allowing employees to purchase partial amounts of service.
- C. New employees who meet the criteria for CalPERS membership would be enrolled in the First Tier plan and have the right to be covered under the Second Tier plan within one hundred eighty (180) days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he/she would remain in the First Tier plan.
- D. Employees who purchase their past service would be required to pay the amount of contributions they would have paid had they been First Tier members during the period of service that they are purchasing. As required by CalPERS law, the amount will then include interest at six percent (6%) annually compounded.

## **17.3 Second-Tier Retirement**

The Union and the State agree to participate in the second-tier retirement plan as prescribed by law.

#### **17.4 Employer Pick-Up of Employee Retirement**

The State and the Union agree to continue the January 28, 1985, agreement regarding the Internal Revenue Service ruling permitting the PERS contributions to be excluded from taxable salary for the duration of this Contract.

#### **17.5 Items Excluded From Compensation for Retirement Purposes**

The following items in the 1993 Bargaining Unit 14 Contract continue to be excluded from compensation for the purpose of retirement contributions:

Section	Title
11.8	Sustained Superior Accomplishment Award
12.7	Commute Program

#### **17.7 1959 Survivor's Benefits - Fifth Level**

- A. Employees in Bargaining Unit 14 who are members of the Public Employee's Retirement System (CalPERS) will be covered under the Fifth Level of the 1959 Survivor's Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.
- B. The contribution for employees covered under this new level of benefits will be two dollars (\$2) per month. The rate of contribution for the State will be determined by the CalPERS board.
- C. The survivor's benefits are detailed in the following schedule:
  1. A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse: \$1,800.
  2. A spouse with one eligible child, or two eligible children not in the care of the spouse: \$1,500.
  3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62: \$750.

#### **17.8 Employee Retirement Contribution Reduction for Miscellaneous Members**

Effective no earlier than May 1, 2002, or at a time determined by the Director of the Department of Personnel Administration, the State agrees to the following:

- Employees who are miscellaneous and/or industrial members of the first tier plan who are subject to Social Security under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced to zero (0%).

- Employees who are miscellaneous and/or industrial members of the first tier plan who are not subject to Social Security under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from six percent (6%) of compensation in excess of three hundred seventeen (\$317) dollars each month to one percent (1%) of compensation in excess of three hundred seventeen (\$317).

Effective July 1, 2003, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.

The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the MOU, and all obligations set forth herein, to be null and void. In the event this agreement becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

## **ARTICLE 18 – HOURS OF WORK AND OVERTIME**

### **18.1 Hours of Work**

- A. All employees in Bargaining Unit 14 shall be subject to the following provisions:
  1. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours Monday through Friday, and the regular shift shall be eight (8) hours.
  2. Employees may be assigned to work a modified workweek of less than five (5) days, but not less than forty (40) hours.
- B. Work weeks and work shifts of different numbers of hours currently in place, shall remain in effect.
- C. The parties recognize that irrespective of the assigned workweek, hours worked for overtime purposes and the level of compensation will be governed by Section 18.5, Overtime.
- D. In the event of a change in the workweek as described in paragraphs A.2. and C. above, the State agrees to meet with CSEA consistent with the entire agreement section of this contract.
- E. In no case shall hours of work be adjusted to avoid paying shift differentials for an "extended" working day.

## **18.2 Telecommute/Telework Program**

- A. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.
- B. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this MOU.
- C. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussions may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on nontelecommuting days; and equipment, supplies, phone lines, furniture, etc.
- D. Telework is defined as performing work one (1) or more days per pay period away from the work site to which the employee is normally assigned (e.g. "hoteling"). Such locations must be within a pre-approved work space and during pre-approved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines. A teleworker is a State employee who engages in telework.

## **18.3 Rest Periods**

- A. Every employee will be granted a rest period not to exceed fifteen (15) minutes during each four (4) hours or major fraction thereof of a work shift unless there is an emergency or other circumstance to preclude it. The rest period shall not exceed thirty (30) minutes total for any day. Rest periods shall be considered hours worked. Rest periods not taken shall not be accumulated or used for overtime purposes. The State shall determine the time when the rest period is to be taken. A rest period normally will not be granted during the first or last period of the work shift.
- B. Notwithstanding Section A. above, Unit 14 employees who choose and have management approval to work a straight eight (8) hour shift, may be granted one thirty (30) minute break in lieu of the two (2) breaks described in Section A.
- C. An additional five (5) minute break per continuous hour of work on a computer shall be granted.



## **18.4 Meal Period**

- A. All Unit 14 employees normally will be allowed a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be scheduled by the employee's supervisor generally in the middle of the work shift. Meal periods shall not be counted as part of total hours worked, except for those employees who are required or allowed by their supervisor to perform assigned duties during meal periods.
- B. Unit 14 employees whose meal periods are not counted as part of total hours worked normally will not be restricted to any specific area during the meal period. It shall be the responsibility of each employee to be at the work site and prepared to begin work at the conclusion of the meal period.
- C. Employees required to work through their meal period may eat their meal while performing their duties. When employees are required or allowed to work through their meal period, they shall either be released early or be credited for the time worked.

## **18.5 Overtime**

- A. Employees in BU 14 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner:
  - 1. Cash compensation shall be at one and one-half (1½) times the hourly rate.
  - 2. Compensating time off shall be authorized at one and one-half (1½) hour for each overtime hour worked.
- B. Overtime will be distributed fairly among employees insofar as circumstances permit. When work in progress requires overtime on a given shift, preference shall be given to the employee or crew doing the work. If the employee or crew performing the work declines the overtime, the State may request qualified and available volunteers by seniority on that given shift prior to assigning overtime. If no volunteers come forward overtime will be assigned to the least senior qualified employee(s) on that shift. Seniority for the purpose of this section is defined as total state service as used to calculate vacation accrual rates.
- C. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in Sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.
- D. Bargaining Unit 14 employees shall be compensated for ordered overtime of at least one-quarter hour at any one time. Overtime will be credited on a one-quarter hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.
- E. The first forty (40) hours of ordered overtime during a fiscal year shall be compensated with either CTO or cash, at the employee's discretion. Thereafter, compensation (CTO or cash) shall be determined by the employer.

- F. At the employer's option, unused CTO in excess of forty (40) hours on the books may be cashed out on June 30 of every fiscal year.
- G. It is understood that there are some operations that will not allow employees to use their CTO during certain parts of the year. Accrual shall not exceed two hundred forty (240) hours at any time.
- H. CTO may be taken only with prior supervisory approval.

## **18.6 Call-Back Time**

- A. An employee in Workweek Group 2, who has completed a normal work shift, when ordered back or required to return to work by their supervisor, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of the work shift.
- B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.
- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.
- D. When staff meetings, training sessions, or work assignments are regularly scheduled on an employee's authorized day off the employee shall receive call back compensation; when staff meetings and training sessions are regularly scheduled on an employee's normal work day and outside the employee's normal work shift overtime compensation shall be received in accordance with the rules governing overtime.
- E. When an employee is called and required to work from the location where he/she received the call and the work can be completed in two (2) hours or less time, the employee shall be compensated at the rate of one and one-half times ( $1\frac{1}{2}$ ) their hourly rate for each hour worked or fraction thereof. (Employee works one (1) hour or less, they are compensated for one (1) hour at  $1\frac{1}{2}$  times their hourly rate. Employee works more than one (1), but less than two (2) hours, they are compensated for two (2) hours at  $1\frac{1}{2}$  times their hourly rate. Employee works more than two (2) hours, they are compensated per Subsection A, above.)

## **18.7 Shift Changes**

- A. The State shall endeavor to provide employees with thirty (30) calendar advance notice, but not less than ten (10) working days, of permanent changes in shift assignments, except in emergencies. Permanent shift assignment is defined as an assignment of thirty (30) calendar days or more.

- B. The parties agree that voluntary movement between shifts is always desirable, and to the extent practicable, the filling of vacancies shall be preceded by an announcement, posted for ten (10) working days, opening the available shift for voluntary movement, before filling the position as a “new hire”.
- C. Shift changes will be assigned based on operational needs, and selection of personnel shall be based on individual skills, knowledge, and work habits. Total in-class seniority may be used to break ties between equally qualified individuals.
- D. Shift changes required by emergency situations shall have a life no longer than the emergency that occasioned the change.

## **18.8 Flexible Work Hours**

The State and the Union recognize the importance of flexible work hours as a way of dealing with Work and Family issues.

- A. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.
- B. Any denial of requests made under subsection A. shall be provided in writing to the employee and the Union. In addition, a department head or designee may, upon thirty (30) days notice to affected employees cancel flexible work hours, alternate work schedules, or reduced work time schedules.
- C. An “alternate workweek schedule” is a fixed work schedule other than standard work hours. “Flexible work hours” allows for the change of work schedules on a daily basis. “Reduced work time” is defined in Government Code Section 19996.20 through 19996.29.

## **18.9 Standby Time**

- A. “Standby” is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.
- B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.
- C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, and employee shall receive two (2) hours of compensating time off (CTO), which may be prorated on the basis of fifteen (15) minutes CTO for each one (1) hour of standby. Standby may not be scheduled in less than one (1) hour increments.

- D. No standby credit will be earned if the employee is called back to work and receives call back credit.
- E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

### **18.10 Electronic Monitoring**

The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the source of attendance reporting.

## **ARTICLE 19 – MISCELLANEOUS**

### **19.1 Permanent Intermittent Appointments**

- A. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to one thousand five hundred (1,500) hours in any calendar year based upon Government Code Section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department. The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.
- B. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.
- C. Each department shall provide a permanent intermittent employee with a minimum of seventy-two (72) hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.
- D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.
- E. A permanent intermittent employee will become eligible for leave credits in the following manner:
  - 1. **Sick Leave:** A permanent intermittent employee in Bargaining Unit 14 who has completed one hundred sixty (160) hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:
    - a. Sick leave may be requested and taken in fifteen (15) minute increments.

- b. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
  - c. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 8, Section 8.3 (Sick Leave).
2. **Vacation Leave:** A permanent intermittent employee will be eligible for vacation leave credit with pay as defined in Article 8, Section 8.1 (Vacation), or annual leave credit with pay, as defined in Article 8, Section 8.2 (Annual Leave), on the first day of the following qualifying monthly pay period following completion of nine hundred sixty (960) hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation credit with pay in accordance with the schedule in Article 8, Section 8.1 (Vacation), or annual leave credit with pay, as defined in Article 8, Section 8.2 (Annual Leave), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
- a. Pay the permanent intermittent employee in a lump-sum payment for accumulated vacation leave or annual leave credits; or
  - b. By mutual agreement, schedule the permanent intermittent employee for vacation leave or annual leave; or
  - c. Allow the permanent intermittent employee to retain his/her vacation or annual leave credits; or
  - d. Effect a combination of a., b., or c. above.
3. **Holidays:** A permanent intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period when the holiday occurred in accordance with Article 7, Holidays, and DPA policies and rules.
4. **Bereavement Leave:** A permanent intermittent employee may only be granted bereavement leave in accordance with Article 8, Section 8.4 (Bereavement Leave), if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on bereavement leave.
5. **Jury Duty:** A permanent intermittent employee may only be granted jury duty leave in accordance with Section 8.8 (Jury Duty) if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a permanent intermittent employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.

6. **Non-Industrial Disability Leave:** Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. A permanent intermittent employee will be eligible for NDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.
- F. Each department will establish a date by which its permanent intermittent employees shall receive their regular pay.
- G. **Dental Benefits:** A permanent intermittent employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one (1) of two (2) control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period.
- H. **Health Benefits:** A permanent intermittent employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one (1) of two (2) control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.
- I. **Vision Service Plan:** A permanent intermittent employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one (1) of two (2) control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.
- J. Permanent intermittent employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidated Omnibus Reconciliation Act (COBRA).

- K. **FlexElect Program:** Permanent Intermittent employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. Permanent intermittent employee's choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. Permanent intermittent employees choosing the Cash Option will qualify if they work at least one-half ( $\frac{1}{2}$ ) time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six-months control period of January 1 through June 30 of the plan year in which they are enrolled.
- L. The call-in/scheduling of a permanent intermittent employee and the hours of work an individual permanent intermittent employee may receive shall be applied without prejudice or personal favoritism.
- M. A permanent intermittent employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their permanent intermittent employee position by management.
- N. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rule and regulations, unless modified by this Contract.

## **20.2 Class A/B Commercial Driver's License**

### **A. Eligibility:**

Each department will pay the cost of a permanent employee's medical examination(s) and filing and license examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee:

1. Is in a classification that requires the operation of equipment which requires either a Class A and/or Class B commercial driver's license and any endorsement(s); or
2. Is in a classification designated by the department which requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s); or
3. Is in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification; or
4. Voluntarily and regularly drives, with authorization of the department, a vehicle for which either a Class A or Class B commercial driver's license including required endorsement(s), is required, provided as follows:

### **B. Medical Examinations:**

1. When authorized by his/her supervisor, the State will pay the cost of an eligible employee's (see subsection A. above) medical examination from a contractor physician or clinic or when specifically authorized in advance, a medical examination by the employee's personal physician. The State will also pay the cost of a referral, determined necessary by the examining physician or clinic. The costs of the examination and the examination resulting from the referral will be considered as one.

2. The State will pay the cost of a second medical examination (and necessary referral) not to exceed the cost of the first medical examination provided that:
    - a. The employee fails the first medical examination, or the certification submitted is not accepted by the DMV; and
    - b. A second medical examination is authorized by the employee's supervisor and conducted; and
    - c. The second medical certification is accepted by the DMV.
- C. Class A and/or Class B Commercial Driver's License:
1. The State will pay the cost of an eligible employee's (see subsection A. above) filing and examination fees associated with obtaining the appropriate Class A and/or B Commercial Driver's License and endorsement(s) provided that:
    - a. The employee requests and is authorized at least ten (10) workdays in advance by his/her supervisor to take the examination;
    - b. The employee has a valid, current medical certification acceptable to the DMV;
    - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
  2. The State will pay the cost of that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular non-commercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, the State will not be responsible for any costs which exceed the cost that would have been incurred had the tests been taken simultaneously.
  3. The State will not pay for any costs associated with the renewal or reinstatement of a license due to an illegal violation incurred by the employee.
  4. The State will not pay any additional costs incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
- D. Compensation:
- Compensation paid toward medical examinations and filing and license examination fees associated with obtaining a Class A or Class B commercial driver's license shall not be considered compensation for purposes of retirement.
- E. Release Time:
1. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off, without loss of compensation for a permanent employee to take the Class A and/or Class B commercial driver's license examination and related medical examination(s), provided:



- a. The examination is scheduled during the employee's scheduled work hours; and
  - b. The examination does not interfere with the operational needs of the department.
2. If the employee's examination is rescheduled by the examining physician or the DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
3. Upon ten (10) work days advance notice, the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.

### **20.3 Group Legal Services Plan**

The State of California agrees to continue the existing employee-paid group legal services plan. The plan will emphasize a choice of provider and access to legal services. The plan shall be offered on a voluntary, after-tax, payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service.

## **ARTICLE 21 – ENTIRE AGREEMENT AND DURATION**

### **21.1 Entire Agreement**

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in Subsection B. below.

- B. The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this Agreement.

The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 14, when all three (3) of the following exist:

1. Where such changes would affect the working conditions of a significant number of employees in Unit 14.

2. Where the subject matter of the change is within the scope of representation pursuant to the Ralph C. Dills Act.
3. Where the Union requests to negotiate with the State.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement. If the parties are in disagreement as to whether a proposed change is subject to this Subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

## **21.2 Contract Term**

- A. Unless a specific provision provides for a different effective date, the terms of the Agreement shall go into effect upon ratification by both the Legislature and the Union and remain in full force through July 2, 2003.
- B. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

## **SIDELETTERS, ADDENDUM AND ATTACHMENTS**

### **Side Letter # 1 – Salary Negotiations between CSEA Bargaining Unit 14 and State of California**

1. No later than January 1, 2000, the employer agrees to propose to the State Personnel Board (SPB) establishment of the following new classes, consistent with the draft specifications appearing herein as Attachments A, B, C, D, and E.

Graphic Designer I  
Graphic Designer II  
Graphic Designer III

Digital Printer Operator I  
Digital Printer Operator II

Web Offset Press Operator I  
Web Offset Press Operator II  
Web Offset Press Operator III  
Web Offset Press Operator IV

Sheetfed Offset Press Operator I  
Sheetfed Offset Press Operator II  
Sheetfed Offset Press Operator III  
Sheetfed Offset Press Operator IV  
Sheetfed Offset Press Operator V

Digital Composition Specialist I  
Range A  
Range B  
Digital Composition Specialist II  
Digital Composition Specialist III

2. During the sixty (60) days following September 6, 1999, CSEA and the State shall meet and confer to negotiate a fair and equitable wage consistent with duties and responsibilities of the proposed new classes and the internal relationship to other State classes. In the event that the parties are unable to reach agreement on a new salary after a good faith effort to do so, the parties will defer to binding arbitration. The parties shall endeavor to schedule the arbitration as quickly and conveniently as possible, but in no event shall it be scheduled any later than January 30, 2000. In the event a party requests that the dispute be submitted to arbitration, the parties shall obtain a list of nine (9) arbitrators from the American Arbitration Association or the State Mediation and Conciliation Service, and the State and the Union shall alternately strike names until one name remains and this person shall be the arbitrator. The arbitration shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association. The cost of the arbitration shall be borne equally by the parties. The arbitrator's authority will be limited to issuing a final and binding decision with respect to the appropriate salary level and its effective date for any class that is in dispute. Further, CSEA recognizes that the proposed new class specifications must be submitted to the State Personnel Board for adoption. In the event that the SPB alters the class concepts or otherwise makes significant changes to the classes, the State reserves the right to renegotiate the salaries for any affected classes so altered by the SPB. In the event the State and CSEA are unable to reach agreement on the salaries for the affected classes, the dispute shall be submitted to binding arbitration according to the procedures outlined above.
3. The State agrees that upon the establishment of these proposed new classes, affected Bargaining Unit 14 positions will be expeditiously evaluated and reclassified consistent with the agreed-upon allocation standards. Furthermore, in recognition of the State's long-standing commitment to Bargaining Unit 14 to address inequity problems associated with the subject classes, for the term of this agreement only, incumbents who are in affected positions at the time of proposed class adoption and who are moved into the new class, will be eligible for accelerated movement within the pay range that will result in a one-step movement every six (6) months or until such time as the maximum of the class is reached.
4. Should a dispute arise with regard to the initial allocation of the affected positions, such disputes may be appealed by CSEA directly to the Classification and Compensation Division of DPA.
5. Recognizing that the subject classes must be approved by the SPB, CSEA agrees to a moratorium with respect to allegations of out-of-class work involving these proposed new classes. Specifically, should any Bargaining Unit 14 member seek compensation alleging that he/she is performing the work of one of the proposed new classes, CSEA will not condone or support in any manner the filing or processing of such a claim between the effective date of this contract and January 1, 2000.

6. This side letter should not be construed as precedential with regard to the establishment of any future classes in Bargaining Unit 14; nor should it be construed to imply any other commitment, whether written or oral, except as specifically contained herein.
7. In recognition of the State's good faith commitment to proceed with the establishment of these proposed new class series, CSEA agrees to withdraw any unfair labor practice charges now pending before the Public Employment Relations Board (PERB) related to these negotiations.

## **Side Letter #2 – Issue Resolution Meeting**

The parties agree to meet within sixty (60) days of the ratification of this agreement to resolve existing issues raised during the term of the 1999-2001 Memorandum of Understanding concerning the implementation of Side Letter #2.

Specific conditions applicable to this meeting include:

- The meeting shall consist of an equal number of Union and Management participants, not to exceed six (6) participants.
- Union participants shall attend on official business release time.
- The parties will use a representative of the Mediation and Conciliation Service as a facilitator.
- Within thirty (30) days of the ratification of this agreement the Union will provide the Mediator and the DPA with the list of unresolved issues raised during the term of the agreement. The list shall consist of specific violations of Side Letter #2 and the results of previous attempts to resolve the matter. This list shall be the complete agenda for the meeting.
- At the conclusion of the meeting unresolved matters shall be either removed from consideration or moved directly to arbitration as provided in Side Letter #2 (90 days from opening).

Additional classification disputes may be presented to the Mediator for review and recommendation for consideration. The list of issues shall include specific classifications or individuals impacted. The schedule for any meetings on these matters shall be the same as above. Unresolved matters may be scheduled for arbitration.

## Addendum #1 – Pay Differentials

### PAY DIFFERENTIAL 121 PRINTER I, STATE COMPENSATION INSURANCE FUND SKILL PAY – UNIT 14

Effective: 8/1/89

Revised: 7/1/99

CLASS TITLE	CLASS CODE	CB/ID	RATE	EARNINGS ID	DEPARTMENT
Printer I, State Compensation Insurance Fund	7442	R14	\$ .85 per hour	8F3	State Compensation Insurance Fund

CRITERIA
Employees who are assigned to operate, the Heidelberg Printmaker QM 46-2 press, or Ryobi 3302M Press, 11 or more working days in the pay period, the differential rate will be paid for the entire pay period, including periods of paid leave. Employees assigned to the press less than 11 working days will be paid the differential rate for only those days they operated the press. Employees will be eligible for assignment to the press and differential pay from the date they are found qualified to operate the press independently.

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:	
PRO RATED	No
SUBJECT TO QUALIFYING PAY PERIOD	No
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	Yes

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY	
OVERTIME	Yes
IDL	No
EIDL	No
NDI	No
LUMP SUM VACATION	No
LUMP SUM SICK	No
LUMP SUM EXTRA	No

**PAY DIFFERENTIAL 169  
SKILL PAY DIFFERENTIAL – UNIT 14**

Established: 8/2/94

<b>CLASS TITLE</b>	<b>CLASS CODE</b>	<b>CB/ID</b>	<b>RATE</b>	<b>EARNINGS ID</b>	<b>DEPARTMENT</b>
Composing Technician II	1211	R14	\$120 per pay period	8SK	All Departments

<b>CRITERIA</b>
<p>Employees in the above classification who for the majority of the monthly pay period perform the most complex composing technician work including acting as a consultant to line management with respect to composition and layout of the final product.</p> <p>Employees must have completed a minimum of 12 qualifying monthly pay periods in the classification of Composing Technician II to be eligible. Qualifying pay periods preceding and following a break in service shall be cumulative.</p>

<b>IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:</b>	
PRO RATED	Yes
SUBJECT TO QUALIFYING PAY PERIOD	Yes
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	Yes

<b>INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY</b>	
OVERTIME	Yes
IDL	Yes
EIDL	Yes
NDI	Yes
LUMP SUM VACATION	Yes
LUMP SUM SICK	Yes
LUMP SUM EXTRA	Yes

**PAY DIFFERENTIAL 192  
M 1000 SKILL PAY DIFFERENTIAL – UNIT 14**

Established: 10/1/99

Revised: 02/01/01

<b>CLASS TITLE</b>	<b>CLASS CODE</b>	<b>RATE</b>	<b>CB/ID</b>	<b>DEPARTMENT</b>
Webfed Offset Press Operator III*	7332	A	R14	Department of General Services
Webfed Offset Press Operator IV*	7333	A B		

<b>RATE</b>	<b>EARNINGS ID</b>
A      10% per pay period	8WP1
B      20% per pay period	8WP2

<b>CRITERIA</b>
<ul style="list-style-type: none"> <li>Webfed Offset Press Operators III/IV whose permanent assignment are the duties of second operators of the Heidelberg-Harris M 1000 Webfed Offset Press at the Office of State Publishing will receive skill pay differentials of 10%.</li> <li>Webfed Offset Press Operators IV whose permanent assignment are the duties of lead operators of the Heidelberg-Harris M 1000 Webfed Offset Press at the Office of State Publishing will receive skill pay differentials of 20%.</li> </ul>

<b>IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:</b>	
PRO RATED	No
SUBJECT TO QUALIFYING PAY PERIOD	No
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	Yes



INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY	
OVERTIME	Yes
IDL	Yes
EIDL	Yes
NDI	Yes
LUMP SUM VACATION	Yes
LUMP SUM SICK	Yes
LUMP SUM EXTRA	Yes

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\* Please see Pay Differential 86 for employees' entitled to Night Shift Differential.

**PAY DIFFERENTIAL 201**  
**SHEETFED OFFSET PRESS OPERATOR II DIFFERENTIAL – UNIT 14**

Established: 2/1/00

<b>CLASS TITLE</b>	<b>CLASS CODE</b>	<b>CB/ID</b>	<b>RATE</b>	<b>EARNINGS ID</b>	<b>DEPARTMENT</b>
Sheetfed Offset Press Operator II	7324	R14	\$250 per month	8SOP	All Departments

<b>CRITERIA</b>
Employees in the above classification who are permanently assigned to operate envelope specialty presses for more than 50% of their work time are entitled to receive a pay differential of \$250 per month prorated according to their time base.

<b>IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:</b>	
PRO RATED	Yes
SUBJECT TO QUALIFYING PAY PERIOD	No
ALL TIME BASES AND TENURE ELIGIBLE	Yes
SUBJECT TO PERS DEDUCTION	Yes

<b>INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY</b>	
OVERTIME	Yes
IDL	Yes
EIDL	Yes
NDI	Yes
LUMP SUM VACATION	Yes
LUMP SUM SICK	Yes
LUMP SUM EXTRA	Yes

**PAY DIFFERENTIAL 202**  
**SATELLITE WORK LOCATION PAY DIFFERENTIAL – UNIT 14**

Established: 2/1/00

<b>CLASS TITLE</b>	<b>CLASS CODE</b>	<b>CB/ID</b>	<b>RATE</b>	<b>EARNINGS ID</b>	<b>DEPARTMENT</b>
Digital Print Operator I	1411	R14	\$150 per month	8SWL	All Departments
Digital Print Operator II	1412				

<b>CRITERIA</b>
<p>Employees in the above classifications who are permanent employees, and have a time base of <math>\frac{3}{4}</math> or more shall receive the differential of \$150 per month provided that all five of the following criteria are met:</p> <ul style="list-style-type: none"> <li>• The incumbent is permanently assigned to a satellite work location and his/her immediate supervisor does not provide technical guidance and support and;</li> <li>• The incumbent is the individual who is assigned to maintain the effective and efficient operation of the work location, and;</li> <li>• The operation of the work location routinely entails customer contact and frequent accommodation of unexpected changes in work priorities or workload increases, and;</li> <li>• The incumbents cannot refer to or consult with the immediate supervisor or other knowledgeable staff regarding day to day decisions regarding the operations of the work location on a timely and effective basis, and;</li> <li>• Other staff at the location are not knowledgeable about the incumbent's assigned duties and responsibilities sufficient to contribute to the effective and efficient completion of the incumbent's assignment.</li> </ul>

<b>IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:</b>	
PRO RATED	Yes
SUBJECT TO QUALIFYING PAY PERIOD	No
ALL TIME BASES AND TENURE ELIGIBLE	No
SUBJECT TO PERS DEDUCTION	Yes

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY	
OVERTIME	Yes
IDL	Yes
EIDL	Yes
NDI	Yes
LUMP SUM VACATION	Yes
LUMP SUM SICK	Yes
LUMP SUM EXTRA	Yes

## SALARY SCHEDULE

### 14 – PRINTING TRADES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
BOOKBINDER I	RM48	7404		1223	1223	1284.00	1284.00	2
BOOKBINDER II	RM46	7402		2985	2985	3134.00	3134.00	2
BOOKBINDER III	RM44	7401		3357	3357	3525.00	3525.00	2
BOOKBINDER IV	RM42	7399		3728	3728	3914.00	3914.00	2
COORDINATOR OF GRAPHIC SERVICES	GC50	1452		3915	4724	4111.00	4960.00	2
COPYHOLDER	RI10	7266		2434	2434	2556.00	2556.00	2
DIGITAL COMPOSITION SPECIALIST I	RH88	7255	A	2453	2983	2576.00	3132.00	2
DIGITAL COMPOSITION SPECIALIST I	RH88	7255	B	2871	3490	3015.00	3665.00	2
DIGITAL COMPOSITION SPECIALIST II	RH86	7256		3297	4008	3462.00	4208.00	2
DIGITAL COMPOSITION SPECIALIST III	RH84	7258		3628	4409	3809.00	4629.00	2
DIGITAL PRINT OPERATOR I	CL35	1411		2320	2820	2436.00	2961.00	2
DIGITAL PRINT OPERATOR II	CL30	1412		2551	3101	2679.00	3256.00	2
EXHIBIT DESIGNER-INSTALLER	MB15	2812		2993	3590	3143.00	3770.00	2
EXHIBIT DESIGNER/COORDINATOR	MB05	2814		4120	4968	4326.00	5216.00	2
EXHIBIT SPECIALIST	MB10	2811		3273	3933	3437.00	4130.00	2
EXHIBIT TECHNICIAN	MB20	2813		2871	3429	3015.00	3600.00	2
GRAPHIC ARTIST	GC60	2824		2903	3490	3048.00	3665.00	2
GRAPHIC DESIGNER I	GC75	2884		2871	3490	3015.00	3665.00	2
GRAPHIC DESIGNER II	GC70	2885		3297	4008	3462.00	4208.00	2
GRAPHIC DESIGNER III	GC65	2886		3886	4724	4080.00	4960.00	2

# 14 – PRINTING TRADES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
LITHOGRAPHIC NEGATIVE ASSEMBLER	RK10	7326		4213	4213	4424.00	4424.00	2
LITHOGRAPHIC PLATE MAKER	RJ90	7325		4213	4213	4424.00	4424.00	2
LITHOGRAPHIC PRE-PRESS ASSISTANT	RJ20	7305		3086	3086	3240.00	3240.00	2
MOLDING PRESS OPERATOR	RO40	7435		3070	3070	3224.00	3224.00	2
OFFSET PRESS ASSISTANT	RJ55	7335		3466	3466	3639.00	3639.00	2
OFFSET PROCESS CAMERA OPERATOR	RJ40	7313		4262	4262	4475.00	4475.00	2
OFFSET PROCESS CAMERA OPERATOR MASTER PHOTOGRAPHER	RJ30	7915		4466	4466	4689.00	4689.00	2
PHOTOCOMPOSITION KEYBOARD OPERATOR	RH75	7250		3640	3640	3822.00	3822.00	2
PHOTOCOMPOSITION MACHINE OPERATOR	RH55	7253		3640	3640	3822.00	3822.00	2
PHOTOCOMPOSITOR	RH85	7261		3830	3830	4022.00	4022.00	2
PRINTER I, STATE COMPENSATION INSURANCE FUND	RP10	7442		3598	3630	3778.00	3812.00	2
PRINTER II, STATE COMPENSATION INSURANCE FUND	RO90	7441		4681	4712	4915.00	4948.00	2
PRINTING ART PLANNER	RG20	7235		3553	4280	3731.00	4494.00	2
PRINTING OPERATIONS ASSISTANT	RF90	7233		2828	3396	2969.00	3566.00	2
PRINTING PLANT MACHINIST	RO20	7431		4266	4266	4479.00	4479.00	2
PRINTING PROCESS AND OPERATIONS PLANNER	RF70	7230	A	3396	4085	3566.00	4289.00	2
PRINTING PROCESS AND OPERATIONS PLANNER	RF70	7230	B	3722	4490	3908.00	4715.00	2

# 14 – PRINTING TRADES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
PRINTING TRADES ASSISTANT I	RO60	7438		2430	2430	2552.00	2552.00	2
PRINTING TRADES ASSISTANT II	RO50	7437		2806	2806	2946.00	2946.00	2
PRINTING TRADES PRODUCTION COORDINATOR	CL90	1473		2657	3182	2790.00	3341.00	2
PRINTING TRADES SPECIALIST I (FINISHING)	CL67	1489		2024	2356	2125.00	2474.00	2
PRINTING TRADES SPECIALIST I (GENERAL)	CL65	1487	A	2024	2356	2125.00	2474.00	2
PRINTING TRADES SPECIALIST I (GENERAL)	CL65	1487	B	2178	2560	2287.00	2688.00	2
PRINTING TRADES SPECIALIST I (PHOTOCOPY)	CL66	1488		2024	2356	2125.00	2474.00	2
PRINTING TRADES SPECIALIST II (GENERAL)	CL70	1499	A	2178	2560	2287.00	2688.00	2
PRINTING TRADES SPECIALIST II (GENERAL)	CL70	1499	B	2356	2788	2474.00	2927.00	2
PRINTING TRADES SPECIALIST III (GENERAL)	CL83	1511	A	2369	2808	2487.00	2948.00	2
PRINTING TRADES SPECIALIST III (GENERAL)	CL83	1511	B	2614	3094	2745.00	3249.00	2
PRINTING TRADES SPECIALIST III (PROCESS CAMERA)	CL84	1512		2369	2808	2487.00	2948.00	2
PRINTING TRADES SPECIALIST IV	CL86	1522		2489	2947	2613.00	3094.00	2
PRINTING TRADES SPECIALIST TRAINEE (GENERAL)	CL60	1485		1818	2109	1909.00	2214.00	2
PROOFREADER	RH90	7265		3640	3640	3822.00	3822.00	2
SENIOR GRAPHIC ARTIST	GC55	2823		3327	4008	3493.00	4208.00	2
SHEETFED OFFSET PRESS OPERATOR I	RJ99	7323		2320	2820	2436.00	2961.00	2
SHEETFED OFFSET PRESS OPERATOR II	RJ97	7324		2610	3172	2741.00	3331.00	2

# 14 – PRINTING TRADES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
SHEETFED OFFSET PRESS OPERATOR III	RJ95	7327		3225	3920	3386.00	4116.00	2
SHEETFED OFFSET PRESS OPERATOR IV	RJ85	7329		3576	4347	3755.00	4564.00	2
SHEETFED OFFSET PRESS OPERATOR V	RJ65	7330		3693	4490	3878.00	4715.00	2
WEBFED OFFSET PRESS OPERATOR I	RL85	7322		2816	3423	2957.00	3594.00	2
WEBFED OFFSET PRESS OPERATOR II	RL65	7331		3378	4106	3547.00	4311.00	2
WEBFED OFFSET PRESS OPERATOR III	RL75	7332		3572	4342	3751.00	4559.00	2
WEBFED OFFSET PRESS OPERATOR IV	RL55	7333		3790	4606	3980.00	4836.00	2



